



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

John Wicker, Director

Norma E. Garcia, Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

January 29, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

21 January 29, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A BASEBALL FIELDS MAINTENANCE AGREEMENT
WITH MAJOR LEAGUE INFIELDS, INC.
FOR DODGERS DREAM FIELDS
(DISTRICT 2) (3 VOTES)**

SUBJECT

Approval of the recommended actions will allow the Department of Parks and Recreation to award an Agreement with Major League Infields, Inc., to provide baseball fields maintenance services at the Dodgers Dream Fields within the Second Supervisorial District.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are categorically exempt from the California Environmental Quality Act for the reason stated herein and the reasons reflected in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve and instruct the Chair to sign the Agreement with Major League Infields, Inc. for baseball fields maintenance services at Mona Park, Athens Park, Lennox Park, Jesse Owens Community Regional Park, Roy Campanella Park, Ted Watkins Memorial Park, Franklin D. Roosevelt Park, and Mary M. Bethune Park, collectively known as the Dodgers Dream Fields within the Second Supervisorial District for a total maximum cost of \$215,724 for the first year, increasing annually for five (5) years with three (3) one-year renewal options, for a maximum potential agreement term of eight (8) years, and a total maximum Agreement cost of \$2,033,156.26. The Agreement will become effective the first day of the month following Board of Supervisors approval.

4. Authorize the Director of the Department of Parks and Recreation or his designee to exercise three (3) contract renewal options, annually, if in the opinion of the Director, the Contractor has successfully performed the previous contract period and the services are still required and remain cost-effective. Such renewal may include a Cost of Living Adjustment, per option year, subject to approval by the Chief Executive Office.

5. Authorize the Director of the Department of Parks and Recreation or his designee to annually expend up to ten percent (10%), as needed, with a maximum of \$21,572.40 the first year as a contingency amount, for unforeseen services/emergencies and/or additional work within the scope of the Agreement, which could increase the total annual Agreement amount to a maximum of \$237,296.40 for the first year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended Baseball Fields Maintenance Services Agreement (Agreement) with Major League Infields, Inc. is for baseball fields maintenance services at Mona Park, Athens Park, Lennox Park, Jesse Owens Community Regional Park, Roy Campanella Park, Ted Watkins Memorial Park, Franklin D. Roosevelt Park, and Mary M. Bethune Park, collectively known as the Dodgers Dream Fields within the Second Supervisorial District. The Department of Parks and Recreation (Department) is currently providing baseball fields maintenance services at Dodgers Dream Fields within the Second Supervisorial District.

On May 14, 2013 and April 15, 2014, the Board approved motions to accept grants from the Los Angeles Dodgers Dream Foundation and LA84 Foundation to renovate the baseball fields at Jesse Owens Community Regional Park, Roy Campanella Park, Ted Watkins Memorial Park, and Franklin D. Roosevelt Park, respectively. These four parks were chosen due to the poor playing conditions of the baseball fields. The renovations vastly improved the playing conditions, players' safety, and enhanced the overall enjoyment by park patrons and the community. The acceptance of the grant requires that the Department maintain the baseball fields in a safe and operational manner consistent with the image and reputation of the grantors. Mona Park, Athens Park, Lennox Park, and Mary M. Bethune Park were added at a later date based on the need of park patrons and the surrounding communities.

The recommended action will allow the Department to continue the maintenance consistent with the grant requirements.

The Department's cost analysis shows that services can be performed more economically by an independent Contractor (Attachments I, II, and III). The proposed Agreement services will enable the Department to continue to provide baseball fields maintenance services at the satisfactory service level, which will ensure patrons' enjoyment of the Dodgers Dream Fields.

Implementation of Strategic Plan Goals

The proposed agreement will further the County's Strategic Plan Goals to Foster Vibrant and Resilient Communities by supporting the wellness of our Communities (Goal II), and to Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability (Goal III.3).

FISCAL IMPACT/FINANCING

Sufficient funding is included in the Department's Operating Budget for this recommended Agreement. In subsequent years, the agreement costs increase, in part, as a result of the Living Wage Rate increase. The cost proposed, by the contractor, for each year is:

	Base Agreement	Contingency	Total
2019	\$215,724.00	\$21,572.40	\$237,296.40
2020	\$220,038.48	\$22,003.85	\$242,042.33
2021	\$224,352.96	\$22,435.30	\$246,788.26
2022	\$228,667.44	\$22,866.74	\$251,534.18
2023	\$232,981.92	\$23,298.19	\$256,280.11
2024	\$237,296.40	\$25,628.01	\$262,924.41
2025	\$241,610.88	\$24,161.08	\$265,772.68
2026	\$245,925.36	\$24,592.53	\$270,517.89
Total	\$1,846,597.44	\$186,558.01	\$2,033,156.26

The increase in Agreement amount attributed to the revised Living Wage Ordinance implemented on March 1, 2016, which requires that all employees working under Prop A Agreement are paid at least \$15.00 per hour effective January 1, 2018; \$15.79 per hour effective January 1, 2019; and increased as instructed by CEO effective January 1, 2020, and every year thereafter.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with County policy, the Agreement contains a Cost of Living Adjustment (COLA) provision, based on an annual rate, as determined by the Chief Executive Office (CEO), whereby the Director the Department (Director), at his sole discretion, may increase the Contractor's compensation during the option years. The COLA rate is capped at the lesser of the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers for the 12-month period preceding the Agreement anniversary date; or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st.

The decision to include the COLA is based on the Department's experience, that the Contractor may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which could impact its performance. As a result, this provision allows the Director to review cost information, during the option years, to determine if the COLA is justified, subject to approval by the CEO. The Department will comply with the Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will increase.

The Proposition A cost analysis was performed internally, using the guidelines and methodologies consistent with the Auditor-Controller procedures. The cost analysis indicates that the recommended baseball fields maintenance services can be performed more economically by the private sector. (Attachments I, II, and III).

The Contractor has agreed to comply with the County's Living Wage Program and Proposition A requirements. The Agreement complies with all of the requirements of the Los Angeles County Code, Section 2.201 and Chapter 2.121.

In compliance with the provisions of Los Angeles County Code Sections 2.121.250, through

2.121.420, the Department solicited proposals from private contractors for baseball fields maintenance services for the Dodgers Dream Fields within the Second Supervisorial District. The mandatory requirements for contracting, as identified in Section 2.121.380 of the County Code, have been met.

The award of this Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This Agreement contains terms and conditions supporting the Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Agreement Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Agreement Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for Agreement termination or renegotiation.

The California State Department of Industrial Relations, Division of Labor Standards Enforcement, has returned its report indicating no negative information on the Contractor.

The County maintains databases that track and monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option. No negative information was found for this Contractor at the time the proposal was evaluated.

County Counsel has approved the Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the Agreement with Major League Infields, Inc. is categorically exempt from the California Environmental Quality Act (CEQA). The Agreement is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (h) of the State CEQA Guidelines and Class 1(j) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Agreement provides for the maintenance of existing baseball fields at various County parks. In addition, the services are not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

CONTRACTING PROCESS

On April 18, 2018, the Department posted the solicitation for baseball fields maintenance services with a notice for Request for Proposals (RFP) on the County's "Doing Business with Us" website and included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this RFP. Prospective Contractors were additionally solicited by placing a legal ad in the Daily Breeze, Valley Press, Los Angeles Daily Journal, and La Opinion newspapers of

general circulation, on May 7, 2018.

On May 10, 2018, three (3) companies attended the Mandatory Proposers' Conference. On May 24, 2018, the Department received one (1) proposal. The proposal was reviewed to ensure compliance with mandatory minimum requirements outlined in the RFP. The proposal met the mandatory minimum requirements and was evaluated by an Evaluation Committee.

The Evaluation Committee consisted of three (3) Department employees. The Evaluation Committee reviewed the proposal for business experience, qualifications, staffing plan requirements, compliance with the Living Wage Program requirements, quality control plan and the ability to accomplish the required baseball fields maintenance services. Based on the evaluation of the proposal, it is recommended that this Agreement be awarded to Major League Infields, Inc., which was determined to be a responsive and responsible Contractor.

Attachment V reflects the Contractor's minority participation. It should be noted that upon final analysis and award, the Contractor was selected without regard to gender, race, creed, or color.

The Proposition A cost analysis indicates that the recommended Agreement for baseball fields maintenance services can be performed more economically by the private sector (Attachments I, II, and III). The total County cost to provide baseball fields maintenance services at the Dodgers Dream Fields by County staff would be \$256,558.34 annually. The recommended Contractor's direct cost to perform similar services is \$215,724.00 for the first year.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. In addition, the County has determined that it has alternative resources available in the event of a default.

CONCLUSION

It is requested that two (2) adopted copies of the action taken by your Board and two (2) fully executed copies of the attached Agreement be forwarded to the Department of Parks and Recreation.

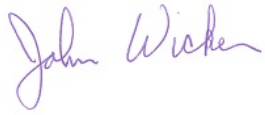
Should you have any questions please contact Armando Ramirez at (626) 588-5283 or aramirez@parks.lacounty.gov or Ruben Lopez at (626) 588-5300 or rlopez@parks.lacounty.gov; Nicole Melkonian at (626) 588-5367 or nmelkonian@parks.lacounty.gov or Dora Nunez at (626) 588-5355 or dnunez@parks.lacounty.gov.

The Honorable Board of Supervisors

1/29/2019

Page 6

Respectfully submitted,



JOHN WICKER

Director

JW:NEG:MR

RL:DM:AR:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

County's Estimated Avoidable Costs Compared to Major League Infields, Inc. for DODGERS DREAM FIELDS MAINTENANCE SERVICES

Attachment I

COUNTY COST

DIRECT

Salaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Grounds Maintenance Supervisor	9,630.90	0.19	12	\$ 21,958.45
Senior Grounds Maintenance Worker	6,702.34	0.15	12	\$ 12,408.64
Ground Maintenance Worker II	6,077.25	0.94	12	\$ 68,914.54
Grounds Maintenance Worker I	5,432.98	1.89	12	\$ 123,217.42
Irrigation & Lawn Sprinkler Fitter	8,292.71	0.02	12	\$ 1,919.13
Agriculture Chemical Sprayer	8,104.53	0.01	12	\$ 937.79
		3.21		\$ 229,355.98

1. 5th Step Variance @ 95.1845%

2. Positions reflect annual Hours @ 1763

Vehicle Usage/Fixed Assets ⁽³⁾	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
<u>Vehicle/Equipment Usage</u>				
1 Ton Dual Crew Cab Truck(0 miles/week)	0.00	-	0.6891	\$ -
3/4 ton crew cab (308 miles/week)	0.66	5,236.00	0.6433	\$ 2,223.09
1/2 ton truck (44 miles/week)	0.33	748.00	0.5029	\$ 124.14
Landscape trailer	0.00	-	0	\$ -
				\$ 2,347.23

Fixed Assets (Annualized 8 years)

1 Ton Dual Crew Cab Pick-up Truck	0.00			\$ -
3/4 ton crew cab	0.66			\$ 4,101.08
1/2 ton truck	0.33			\$ 1,032.28
Landscape Equipment Trailer	0.66			\$ 495.00
John Deere 1200A Bunker and Field Rake	2.00			\$ 4,500.00
Toro 5900 Diesel Mower	0.00			\$ -
Toro 3280D (72") Diesel Mower	0.00			\$ -
				\$ 10,128.36

Services & Supplies

Equipment Supplies				\$ 556.75
Grounds Maintenance				\$ 14,170.03
Mowing Supplies				\$ -
				\$ 14,726.78

Total Services and Supplies/Equipment

\$ 27,202.36

Indirect Costs

Avoidable Overhead Contract Admin.

\$ -

Avoidable Overhead Agency Admin.

\$ -

\$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁴⁾

\$ 256,558.34

3. Equipment costs includes the use of a (2) 1/2-ton & (2) 3/4-ton Pick Ups with at rates of \$0.5029 & \$0.6433 per mile.

4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS

CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits	\$ 58,301.00
Services & Supplies and Equipment	\$ 32,744.00
Overhead	\$ 91,316.00
Profit	\$ 33,363.00
TOTAL CONTRACTOR'S COST⁽⁵⁾	\$ 215,724.00

COUNTY INDIRECT COST⁽⁶⁾

Unavoidable Overhead Contract Admin. \$8,825 x 1=

\$ -

Unavoidable Overhead Agency Admin. \$41,506 x 1=

\$ -

TOTAL COUNTY INDIRECT COST

\$ -

TOTAL CONTRACTING COST (direct cost +indirect cost)

\$215,724.00

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL
ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL**

\$40,834.34

5. Contractor's bid on the RFP.

6. Indirect cost includes monitoring by County field staff.

Major League Infields, Inc. Proposed Costs by Category**Salaries**

Position	Full-Time Equivalent	Annual Hours	Hourly Rate	Total
Field Supervisor	1.00	71	\$22.00	\$18,627.84
Lead Landscape labor	1.00	71	\$18.00	\$15,240.96
Maint. Labor	2.00	116	\$16.00	\$22,272.00

\$56,140.80
Employee Benefits

\$2,160.00
Total Salaries and Employee Benefits (27%)

\$58,300.80
Equipment

Equipment	# of Units	# of Hours	Cost/Hour	Total
-----------	------------	------------	-----------	-------

*See Note below \$0

Services and Supplies

\$32,744.00

(cleaning supplies, herbicides, pesticides, irrigation supplies)

Total Equipment/Services and Supplies (15.2%)

\$32,744.00
Employee Taxes and Insurance (10.1%)

\$21,885.00
Overhead (32.2%)

\$69,431.20

(office equipment, telephone, utilities, accounting/bookkeeping, management,)

Profit (15.5%)

\$33,363.00
Total Overhead & Profit**CONTRACTING COSTS**

\$215,724.00

*Equipment proposed to be used on this project are: (1) Ford F550XL; (1) Chevrolet W3500; Ford F 250;(3) Mower Toro 21"; (2) Toro Groundstand Mower; (2)Blowers Echo,(3) Weed Whips Stihl., JD 1200 Field Groomers, and SCAG Rotary Mower.

**Schedule of Difference Between County and Major League Infields, Inc's Costs by Category
for Dodgers Dream Fields Maintenance Services**

Costs by Category	COUNTY	CONTRACTOR	DIFFERENCE	REMARKS
Staffing				
Grounds Maint. Sup	0.19	1.00	(0.81)	(A)
Senior Maint. GW	0.15		0.15	
Grounds Maint. Worker II	0.94	1.00	(0.06)	
Grounds Maint. Worker I	1.89	2.00		
Irrigation & Lawn sprinkler fitter	0.02			
Agriculture Chemical Sprayer	0.01			
 TOTAL	 3.20	 4.00	 (0.72)	
Salary Costs <small>(County Salaries include 5th Step Variance of 94.66%)</small>	\$229,355.98	\$56,141.00	\$173,214.98	(B)
Employee Benefits		\$2,160.00	\$ (2,160.00)	(C)
Equipment/Services & Supplies	\$27,202.36	\$32,744.00	\$ (5,541.64)	(D)
Taxes and Insurance	\$0.00	\$21,885.00	\$ (21,885.00)	
Indirect Costs	\$0.00	\$69,431.00	\$ (69,431.00)	(E)
TOTAL Costs (Less Profit)	\$256,558.34	\$182,361.00	\$74,197.34	
Contractor Profit	\$0.00	\$33,363.00	\$ (33,363.00)	
TOTAL County vs. Contractor Costs	\$256,558.34	\$215,724.00	\$40,834.34	

(A) The contractor has indicated that they can perform the services with more full-time equivalent. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1763.

(B) The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. The contractor's salary costs are approximately 27% of the contract costs.

(C) As required by the Living Wage Ordinance, contractor will pay its hourly employees providing services under this contract no less than \$15.79 per hour.

(D) As indicated on Attachment II, the total costs for services and supplies/equipment are approximately 15.2% of the contract costs.

(E) Contractor's indirect costs (overhead) are 32.2.% of the contract costs and are associated with the cost of management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable.

EXHIBIT 1**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? ☒ **Yes** ☐ **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) Major League Infields, Inc.

State California Year Inc. 2012

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? ☐ **Yes** ☒ **No**

If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ **Yes** ☒ **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? ☐ **Yes** ☒ **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ **Yes** ☒ **No** If yes, provide information:

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Continued on next page...

APPENDIX D: REQUIRED FORMS

Check the appropriate boxes:

- ☒ **Yes** ☐ **No** Proposer must have two (2) years' experience, within the last five (5) years providing park maintenance services as outlined in Appendix A - SOW (3.1)
- ☒ **Yes** ☐ **No** Provide valid / current licenses (3.2)
- ☒ **Yes** ☐ **No** Comply with the County's Child Support Compliance Program (3.3)
- ☒ **Yes** ☐ **No** Willingness to consider hiring GAIN/GROW participants (3.4)
- ☒ **Yes** ☐ **No** Comply with the County's Jury Service Program (3.5)
- ☒ **Yes** ☐ **No** Comply with the County's Living Wage Program (3.6)
- ☒ **Yes** ☐ **No** Provide proof of insurability (3.7)
- ☒ **Yes** ☐ **No** Comply with the RFP format and requirements (3.8)
- ☒ **Yes** ☐ **No** Attend the mandatory Proposers Conference and facility site visits (3.9)
- ☒ **Yes** ☐ **No** Submit Proposals by the identified due date (3.10)

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino			2			
Asian or Pacific Islander					1	
American Indian						1
Filipino						
White	1	1			2	

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)


Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other
N/A					

Continued on next page...

APPENDIX D: REQUIRED FORMS

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

PROPOSER NAME: Major League Infields, Inc.		COUNTY WEBVEN NUMBER: 17901601
ADDRESS: 508 E. Chapman Ave., Fullerton, CA 92832		
PHONE NUMBER: 818.355.2167/818.355.2169	E-MAIL: majorleagueinfields@gmail.com	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 46-1515324	CALIFORNIA BUSINESS LICENSE NUMBER: 017 7765-5	
PROPOSER OFFICIAL NAME AND TITLE (PRINT): David R. Johnson, President		DATE 5/23/18
SIGNATURE 		DATE



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MAJOR LEAGUE INFIELDS, INC.

FOR

**BASEBALL FIELD MAINTENANCE SERVICES AT
DODGERS DREAM FIELDS**

2019

**SAMPLE AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	3
3.0	CONTRACTOR SERVICES	4
4.0	TERM OF AGREEMENT	4
5.0	AGREEMENT SUM	4
6.0	ADMINISTRATION OF AGREEMENT - COUNTY	7
6.1	COUNTY'S PROJECT MANAGER	7
6.2	COUNTY'S CONTRACT PROJECT MONITOR	7
7.0	ADMINISTRATION OF AGREEMENT – CONTRACTOR	7
7.1	CONTRACTOR'S PROJECT MANAGER	7
7.2	APPROVAL OF CONTRACTOR'S STAFF	8
7.3	CONTRACTOR'S STAFF IDENTIFICATION	8
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	8
7.5	CONFIDENTIALITY	8
8.0	STANDARD TERMS AND CONDITIONS	9
8.1	CHANGE NOTICES AND AMENDMENTS	9
8.2	ASSIGNMENT AND DELEGATION	10
8.3	AUTHORIZATION WARRANTY	10
8.4	BUDGET REDUCTIONS	10
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	11
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	12
8.9	CONFLICT OF INTEREST	13
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	14
8.11	CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	14
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	14
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	16
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	16
8.15	COUNTY'S QUALITY ASSURANCE PLAN	17
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	17
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	17
8.18	FACSIMILE REPRESENTATIONS	18
8.19	FAIR LABOR STANDARDS	18
8.20	FORCE MAJEURE	18

SAMPLE CONTRACT PROVISIONS TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	19
8.22	INDEPENDENT CONTRACTOR STATUS.....	19
8.23	INDEMNIFICATION	19
8.24	GENERAL PROVISIONS FOR All INSURANCE COVERAGE	20
8.25	INSURANCE COVERAGE.....	23
8.26	LIQUIDATED DAMAGES.....	24
8.27	MOST FAVORED PUBLIC ENTITY.....	25
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	25
8.29	NON EXCLUSIVITY	26
8.30	NOTICE OF DELAYS.....	26
8.31	NOTICE OF DISPUTES.....	27
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT ..	27
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW ..	27
8.34	NOTICES	27
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	28
8.36	PUBLIC RECORDS ACT	28
8.37	PUBLICITY	28
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	29
8.39	RECYCLED BOND PAPER	30
8.40	SUBCONTRACTING.....	30
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	31
8.42	TERMINATION FOR CONVENIENCE	32
8.43	TERMINATION FOR DEFAULT	32
8.44	TERMINATION FOR IMPROPER CONSIDERATION	33
8.45	TERMINATION FOR INSOLVENCY.....	34
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	34
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	34
8.48	VALIDITY	35
8.49	WAIVER	35
8.50	WARRANTY AGAINST CONTINGENT FEES.....	35
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	35
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	35
8.53	TIME OFF FOR VOTING	36
8.54	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING 36	
8.55	INTERGATED PEST MANAGEMENT PROGRAM COMPLIANCE	36
9.0	UNIQUE TERMS AND CONDITIONS.....	37
9.1	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	37
9.2	LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM	43
9.3	SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM	44

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
9.4	DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM	44
9.5	TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY OR PARK CLOSURE	45
9.6	EXTRAORDINARY INCIDENTS, ACTS OF GOD, THIRD PARTY NEGLIGENCE	46
9.7	PREVAILING WAGES	47
9.8	RIGHT OF ENTRY	47
9.9	COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE	48
10.0	ENFORCEMENT OF AGREEMENT	48
11.0	ENTIRE AGREEMENT	49
SIGNATURES		50

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING and BILLING SCHEDULE and PERFORMANCE FREQUENCIES
- C CONTRACTOR'S QUALITY CONTROL PLAN
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H PREVAILING WAGE DETERMINATIONS
- I PUBLIC WORKS PAYROLL REPORTING FORM
- J INTERNAL REVENUE SERVICE NOTICE NO. 1015
- K JURY SERVICE ORDINANCE
- L SAFELY SURRENDERED BABY LAW
- M LIVING WAGE ORDINANCE
- M1 LIVING WAGE ANNUAL ADJUSTMENTS
- N PAYROLL STATEMENT OF COMPLIANCE
- O EMPLOYEE NOTICE OF LIVING WAGE HANDOUT (Eng/Span)
- P COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- Q CERTIFICATION OF COMPLIANCE WITH GREEN INITIATIVES
- R COUNTY'S SMOKING BAN ORDINANCE
- S REQUEST FOR PREFERENCE CONSIDERATION FORM

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
MAJOR LEAGUE INFIELDS, INC.
FOR
BASEBALL FIELDS MAINTENANCE SERVICES AT
DODGERS DREAM FIELDS**

This Agreement ("Agreement") made and entered into this 29th day of January, 2019 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section Title 2, Chapter 2.121.250, et seq., the County is permitted to agreement with private businesses to perform services when it is more economical or feasible to do so; and

WHEREAS, the Contractor is duly licensed and certified to engage in the business of baseball field maintenance services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, the Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 the Contractor has been selected for recommendation for award of such agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, M1, N, O, P, Q, R, and S are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Agreement and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Pricing and Billing Schedule and Performance Frequencies
- 1.2 EXHIBIT B - Statement of Work
- 1.3 EXHIBIT C - Contractor's Quality Control Plan
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Prevailing Wage Determinations
- 1.9 EXHIBIT I - Public Works Payroll Reporting Form
- 1.10 EXHIBIT J - Internal Revenue Service Notice No. 1015
- 1.11 EXHIBIT K - Jury Service Ordinance
- 1.12 EXHIBIT L - Safely Surrendered Baby Law
- 1.13 EXHIBIT M - Living Wage Ordinance
- 1.14 EXHIBIT M1 - Annual Living Wage Rate Adjustments
- 1.15 EXHIBIT N - Payroll Statement of Compliance
- 1.16 EXHIBIT O - Employee Notice of Living Wage Handout (Eng/Span)
- 1.17 EXHIBIT P - County's Defaulted Property Tax Reduction Program
- 1.18 EXHIBIT Q - Certification of Compliance with Green Initiatives
- 1.19 EXHIBIT R - County's Smoking Ban Ordinance
- 1.20 EXHIBIT S - Request for Preference Consideration Form

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 – Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.2 **Agreement:** this agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit B.
- 2.3 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Agreement with the County to perform or execute the work covered by this Agreement.
- 2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.5 **County Agreement Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **County Project Manager:** Person designated by the Director with authority to manage the operations under this Agreement, or his/her authorized representative.
- 2.7 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Agreement.
- 2.8 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Agreement, or his authorized representative(s).
- 2.9 **Monthly Agreement Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Agreement.
- 2.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the agreement services.
- 2.11 **Day(s):** Calendar day(s) unless otherwise specified.

- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR SERVICES

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in in the Statement of Work, Exhibit B.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be for five (5) years commencing on the first day of the month following the Board of Supervisors' approval, unless terminated sooner or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the sole option to extend this Agreement term for up to three (3) additional one (1) year periods for a maximum total Agreement term of eight (8) years. Each such extension option may be exercised at the sole discretion of the Director.
- 4.3 Each such option year shall be exercised at the sole discretion of the Director, which may include a cost of living adjustment (COLA) per option year as provided for in Paragraph 5.6, hereinafter.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Agreement term extension option.

- 4.4 The Contractor shall notify the Department when this Agreement is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Paragraph 8.34, Notices, of this Agreement.

5.0 AGREEMENT SUM

- 5.1 The Agreement sum under the terms of this Agreement shall be the total monetary amount payable by the County to the Contractor for provision of baseball field maintenance services. Said sum shall comply with Exhibit A, Pricing and Billing Schedule and Performance Frequencies.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment,

subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total agreement sum under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Paragraph 8.34, Notices, of this Agreement.

5.4 **No Payment for Services Provided Following Expiration/ Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit A – Pricing and Billing Schedule and Performance Frequencies, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit A - Pricing and Billing Schedule and Performance Frequencies.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit B - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Said invoices shall include all required certifications and reports as provided for in this Agreement, including but not limited to:

- **Prop A - Living Wage Program as identified in Paragraph 9.1, Compliance with the County's Living Wage Program, Exhibit M**

- **Exhibit N - Payroll Statement of Compliance**
- **Exhibit B - Statement of Work, Section 3, Certifications/Reports**

No invoice will be approved for payment unless the following is included:

- 5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

**Attention: Mr. Miguel Vazquez
County of Los Angeles, Park and Recreation
360 West El Segundo Blvd.
Los Angeles 90061-1130**

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the agreement (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the agreement anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Agreement, it shall require a written amendment to this Agreement first, that has been formally approved and executed by the parties

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT MANAGER

The role of the County's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.2 COUNTY'S CONTRACT PROJECT MONITOR

The role of the County's Contract Project Monitor is to oversee the day-to-day administration of this Agreement; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby. The County's Contract Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR'S PROJECT MANAGER

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with a photo identification badge.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Agreement. Contractor shall comply with County's request at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.5 CONFIDENTIALITY

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

- 8.1.1 A Change Notice shall be prepared and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper baseball field maintenance services of the area, and which affect the Contractor's service requirements set forth in Exhibit A, and any corresponding changes in the Agreement Sum, not to exceed the annual agreement amount plus ten percent (10%).
- 8.1.2 For any change which affects any other term or condition included in his Agreement, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual agreement amount plus ten percent (10%), excluding the provisions of Paragraph 5.6 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the

Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within ten (10) business days after the Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have

the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit K and incorporated by reference into and made a part of this Agreement.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1)

the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written

disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be

permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change

in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.
- 8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
Attention: Contracts Division
County of Los Angeles
Department of Parks and Recreation

1000 S. Fremont Ave, Unit #40
Building A-9 West, 2nd Floor, Alhambra, CA 91803

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (County Indemnitees) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County Indemnitees additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County Indemnitees as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without

further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor

understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County Indemnities shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County Indemnities as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos and the transport of mobile equipment pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County Indemnities shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Pricing and Billing Schedule

and Performance Frequencies, Exhibit B, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Paragraph 8.34, Notices, and by facsimiles, electronic mail and telephone call as set forth herein:

Notice to the County:Name: Mr. Miguel Vazquez

Phone: (626) 965-8607

Fax: (310) 324-4869

Email: mvazquez@parks.lacounty.gov**Notice to the Contractor:**Mr. David R. Johnson

(818) 355-2169

majorleagueinfields@gmail.com**8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be: 508 E. Chapman Ave. Fullerton CA 92632 Attention: David Johnson. Any notice served by mail upon the County shall be addressed to the County of Los Angeles Department of Parks and Recreation, Attention: Contracts Division, County of Los Angeles Department of Parks and Recreation 1000 S. Fremont Ave, Unit #40 Building A-9 West, 2nd Floor, Alhambra, CA 91803, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its

proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.38.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event

shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
 Department of Parks and Recreation
 Attention: Contracts Division
 County of Los Angeles
 Department of Parks and Recreation
 1000 S. Fremont Ave, Unit #40
 Building A-9 West, 2nd Floor, Alhambra, CA 91803

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the

rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and

in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may

terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

8.55 INTERGATED PEST MANAGEMENT PROGRAM COMPLIANCE

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Exhibit 22 (Integrated Pest Management Program Compliance Certification) in Appendix D (Required Forms), that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Paragraph 8.55 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org

8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;

- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.)

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit M and incorporated by reference into and made a part of this Agreement.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit N, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this subparagraph 9.1.2 under the Agreement:
2. For purposes of this subparagraph, "Contractor" includes any Sub-Contractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any Sub-Contractor to perform services

for the County under the Agreement, the Sub-Contractor shall be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Agreement. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different agreements between the Contractor and the County (of which both agreements are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit O), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Agreement, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's agreement with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subparagraph, the County shall have the rights and remedies described in this subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.
3. Debarment. In the event the Contractor breaches a requirement of this subparagraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Agreement unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until the County has been provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee

staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

9.1.10 Contractor Standards

During the term of the Agreement, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Agreement, which predecessor agreement was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new agreement.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the agreement, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 **Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 **LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM**

9.2.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the agreement amount and what the County's costs would have been if the agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting an agreement award.

9.3 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.3.1 This Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this agreement to which it would not otherwise have been entitled, Contractor shall:
 - 1. Pay to the County any difference between the agreement amount and what the County's costs would have been if the agreement had been properly awarded;
 - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the agreement; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting an agreement award.

9.4 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.4.1 This Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.4.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this agreement to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the agreement amount and what the County's costs would have been if the agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in the agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting an agreement award.

9.5 TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY OR PARK CLOSURE

9.5.1 Notwithstanding any other provision of this Agreement, the County reserves the right to transfer title, maintenance responsibility or close one or more of the facilities described in Section 2.0, "Facilities to be Maintained" of the Statement of Work, Exhibit B of this Agreement (hereinafter, "Exhibit B, Section 2.0, Facilities to be Maintained").

9.5.2 In the event the County transfers title of the facilities described in Exhibit B, Section 2.0, Facilities to be Maintained, to a governmental agency (assignee), the County reserves the right to:

1. Terminate this Agreement or, provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Agreement pursuant to this provision; or
2. Delete the transferred facility(ies) from the Agreement or, provided there is consent by an assignee, assign the portion(s) of the Agreement dealing with

the transferred facility(ies) to said assignee and reduce the Agreement sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Agreement.

9.5.3 In the event the County transfer's maintenance responsibility for all or a portion (s) of the facility(ies) described in Exhibit B, Section 2.0 Facilities to be Maintain, the County reserved the right to:

1. Terminate this Agreement or, provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Agreement pursuant to this provision; or
2. Delete the transferred facility(ies) from the Agreement or, provided there is consent by assignee, assign those portion(s) of the Agreement dealing with the transferred facility(ies) to said assignee and reduce the sum of the Agreement pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Agreement; or
3. Delete transferred portion(s) of the facility(ies) from the Agreement or, provided there is consent by an assignee, assign the portion(s) of the Agreement dealing with the transferred portion(s) of the facility(ies) to said assignee and reduce the Agreement sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said portion(s) of facility(ies) pursuant to this provision from this Agreement.

9.5.4 In the event the County closes one or more of the facilities described in Exhibit B, Section 2.0, Facilities to be Maintained, the County reserves the right to:

1. Terminate this Agreement upon the effective date of such closure(s). Upon the effective date of park closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s); or
2. Delete the facility (ies) to be closed from the Agreement and reduce the Agreement sum pro tanto. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s).

9.6 EXTRAORDINARY INCIDENTS, ACTS OF GOD, THIRD PARTY NEGLIGENCE

9.6.1 Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence.

9.6.2 By reasons or acts beyond the control of the County, this Agreement may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local,

State or Federal authorities from complying with the provisions of this Agreement.

9.7 PREVAILING WAGES

In accordance with the provisions of Article 2, Chapter 1, Part 7, Division 2 of the Labor Code, the State Department of Industrial Relations has ascertained the prevailing rate of per diem wages in the locality wherein the work is to be performed to be paid each craft or type of worker or mechanic needed to properly perform and complete the contemplated work. The Prevailing Wage for Landscape Laborers is set forth in Exhibit H of this Agreement and the prevailing wage determination rates issued by the State Department of Industrial Relations for other craft or type of worker or mechanic that may be utilized to perform the specified work is on file with the Los Angeles County Department of Parks and Recreation, Project Management Agency, and all of these rates will apply to any Agreement entered into pursuant thereto. Under the terms of the aforementioned sections, it will be required that no less than the rates so ascertained and set forth shall be paid to all laborers, workers or mechanics employed or engaged in said work. For each person so employed or engaged whether by the Contractor or any subcontractor under him who is paid at a rate less than that specified for the particular work performed, the Contractor shall forfeit to the County as a penalty the sum of Twenty-Five Dollars (\$25) for each day or portion thereof for which said person was paid less than the specified prevailing wage. The provisions of Section 1775 of the Labor Code shall be complied with by the Contractor. Wages to be paid apprentices employed or engaged in the contemplated work shall be determined in the manner provided by Section 1777.5 of the Labor Code.

9.8 RIGHT OF ENTRY

In the event this Agreement is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Agreement, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Agreement, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Agreement, may be charged against the Contractor.

In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Agreement shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Agreement.

If in the sole discretion or judgment of the Director, and in accordance with Subsection 8.26, Liquidated Damages, of this Agreement, the Contractor and/or its employee(s) are not properly performing the services required under this Agreement, then the Contractor

and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

9.9 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

10.0 ENFORCEMENT OF AGREEMENT

- 10.1 The Director shall be responsible for the enforcement of this Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as County's Agreement Project Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Agreement.
- 10.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Agreement terms and conditions and performance standards.
- 10.3 The Contractor hereby agrees to cooperate with the Director, County's Project Managers and County's Agreement Project Monitors, and any appropriate Federal or State representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 10.4 In the event the County commences legal proceedings for the enforcement of this Agreement or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

11.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire agreement between County and Contractor and its subcontractors, if any for the baseball field maintenance services to be provided for the Dodgers Dream Fields. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the baseball field maintenance services of the Dodgers Dream Fields. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Agreement shall be valid unless prepared pursuant to Section 8.1, Changes Notices and Amendments, and signed by both parties.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By

Kathryn Dargatzis

CHAIR, PRO TEM, BOARD OF SUPERVISORS



CONTRACTOR

By

David R. Johnson

David R. Johnson, President
Major League Infields, Inc.

ATTEST:

Celia Zavala, Executive Officer
Clerk of the Board of Supervisors

By

Danya Ruiz
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By

Danya Ruiz
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By

Christina Angeles

Christina Angeles, Principal Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21

JAN 29 2019

Celia Zavala

CELIA ZAVALA
EXECUTIVE OFFICER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, before me, **Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Dean C. Logan
Registrar-Recorder / County Clerk
County of Los Angeles

By _____
Deputy County Clerk

EXHIBIT A

Pricing and Billing Schedule and Performance Frequencies

EXHIBIT 11
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2019

	Frequency	Cost per Frequency	Annual Costs
MONA PARK			
EDGING	24 \$	24.00 \$	576.00
BALLFIELD	120 \$	55.00 \$	6,600.00
SITE INSPECTION & REPORTING	120 \$	1.00 \$	120.00
MANAGEMENT/SUPERVISON	120 \$	2.00 \$	240.00
TOTAL ANNUAL COSTS			\$ 7,536.00

	Frequency	Cost per Frequency	Annual Costs
ATHENS PARK			
EDGING	48 \$	24.00 \$	1,152.00
BALLFIELD	240 \$	60.00 \$	14,400.00
SITE INSPECTION & REPORTING	240 \$	1.00 \$	240.00
MANAGEMENT/SUPERVISON	240 \$	2.00 \$	480.00
TOTAL ANNUAL COSTS			\$ 16,272.00

	Frequency	Cost per Frequency	Annual Costs
LENNOX PARK			
EDGING	24 \$	24.00 \$	576.00
BALLFIELD	120 \$	55.00 \$	6,600.00
SITE INSPECTION & REPORTING	120 \$	1.00 \$	120.00
MANAGEMENT/SUPERVISON	120 \$	2.00 \$	240.00
TOTAL ANNUAL COSTS			\$ 7,536.00

	Frequency	Cost per Frequency	Annual Costs
JEESE OWENS PARK			
MOWING	24 \$	35.00 \$	840.00
EDGING	48 \$	30.00 \$	1,440.00
BALLFIELD	240 \$	65.00 \$	15,600.00
SITE INSPECTION & REPORTING	240 \$	1.00 \$	240.00
MANAGEMENT/SUPERVISON	240 \$	2.00 \$	480.00
TOTAL ANNUAL COSTS			\$ 18,600.00

	Frequency	Cost per Frequency	Annual Costs
ROY CAMPANELLA PARK			
EDGING	48 \$	24.00 \$	1,152.00
BALLFIELD	240 \$	60.00 \$	14,400.00
SITE INSPECTION & REPORTING	240 \$	1.00 \$	240.00
MANAGEMENT/SUPERVISON	240 \$	2.00 \$	480.00
TOTAL ANNUAL COSTS			\$ 16,272.00

	Frequency	Cost per Frequency	Annual Costs
TED WATKINS PARK			
EDGING	48 \$	24.00 \$	1,152.00
BALLFIELD	240 \$	65.00 \$	15,600.00
SITE INSPECTION & REPORTING	240 \$	1.00 \$	240.00
MANAGEMENT/SUPERVISON	240 \$	2.00 \$	480.00
TOTAL ANNUAL COSTS			\$ 17,472.00

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2019

	Frequency	Cost per Frequency	Annual Costs	
FRANKLIN D. ROOSEVELT PARK				
MOWING	24	\$ 35.00	\$ 840.00	
EDGING	48	\$ 30.00	\$ 1,440.00	
BALLFIELD	240	\$ 60.00	\$ 14,400.00	
SITE INSPECTION & REPORTING	240	\$ 1.00	\$ 240.00	
MANAGEMENT/SUPERVISON	240	\$ 2.00	\$ 480.00	
TOTAL ANNUAL COSTS			\$ 17,400.00	

	Frequency	Cost per Frequency	Annual Costs	
MARY M. BETHUNE PARK				
EDGING	24	\$ 24.00	\$ 576.00	
BALLFIELD	120	\$ 55.00	\$ 6,600.00	
SITE INSPECTION & REPORTING	120	\$ 1.00	\$ 120.00	
MANAGEMENT/SUPERVISON	120	\$ 2.00	\$ 240.00	
TOTAL ANNUAL COSTS			\$ 7,536.00	

	Frequency Yearly	Fields Serviced	Cost Per Frequency	Annual Costs	
SEASONAL SPECIALTY TASKS					
FERTILIZE	4	13	\$ 4,250.00	\$ 17,000.00	All Fields
BROADLEAF APPLICATION	3	13	\$ 4,000.00	\$ 12,000.00	All Fields
INFIELD MIX	130	13	\$ 40.00	\$ 5,200.00	County to Select
AERIFICATION	4	13	\$ 6,500.00	\$ 26,000.00	All Fields
SEED & TOP DRESS INFIELD ONLY	2	2	\$ 500.00	\$ 2,000.00	2 Turf Infields
LASER GRADE	1	13	\$ 600.00	\$ 7,800.00	All Fields
DEEP SCARIFY & LEVEL	2	13	\$ 400.00	\$ 10,400.00	All Fields
PEIMETER RE-ESTABLISHMENT	2	13	\$ 400.00	\$ 10,400.00	All Fields
PERIMETER SCALP, THATCH, WATERB	2	13	\$ 300.00	\$ 7,800.00	All Fields
FENCE LINE CLEANUP	2	13	\$ 100.00	\$ 2,600.00	All Fields
INFIELD TURF RENOVATION	2	2	\$ 1,000.00	\$ 4,000.00	2 Turf Infields
REPAIR PITCHERS MOUND	2	6	\$ 950.00	\$ 1,900.00	6 Mounds
TOTAL ANNUAL SPECIALTY TASK TOTAL				\$ 107,100.00	

ANNUAL COSTS PER PARK

ATHENS	\$ 32,748.92
LENNOX	\$ 15,774.46
JESSE OWENS	\$ 35,076.92
ROY CAMPANELLA	\$ 32,748.92
TED WATKINS	\$ 33,948.92
ROOSEVELT	\$ 33,876.92
BETHUNE	\$ 15,774.46
MONA	\$ 15,774.46

TOTAL CONTRACT AMOUNT	\$ 215,724.00
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EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2020

	Frequency	Cost per Frequency	Annual Costs
MONA PARK			
EDGING	24	\$ 24.48	\$ 587.52
BALLFIELD	120	\$ 56.10	\$ 6,732.00
SITE INSPECTION & REPORTING	120	\$ 1.02	\$ 122.40
MANAGEMENT/SUPERVISON	120	\$ 2.04	\$ 244.80
TOTAL ANNUAL COSTS			\$ 7,686.72

	Frequency	Cost per Frequency	Annual Costs
ATHENS PARK			
EDGING	48	\$ 24.48	\$ 1,175.04
BALLFIELD	240	\$ 61.20	\$ 14,688.00
SITE INSPECTION & REPORTING	240	\$ 1.02	\$ 244.80
MANAGEMENT/SUPERVISON	240	\$ 2.04	\$ 489.60
TOTAL ANNUAL COSTS			\$ 16,597.44

	Frequency	Cost per Frequency	Annual Costs
LENNOX PARK			
EDGING	24	\$ 24.48	\$ 587.52
BALLFIELD	120	\$ 56.10	\$ 6,732.00
SITE INSPECTION & REPORTING	120	\$ 1.02	\$ 122.40
MANAGEMENT/SUPERVISON	120	\$ 2.04	\$ 244.80
TOTAL ANNUAL COSTS			\$ 7,686.72

	Frequency	Cost per Frequency	Annual Costs
JEESE OWENS PARK			
MOWING	24	\$ 35.70	\$ 856.80
EDGING	48	\$ 30.60	\$ 1,468.80
BALLFIELD	240	\$ 66.30	\$ 15,912.00
SITE INSPECTION & REPORTING	240	\$ 1.02	\$ 244.80
MANAGEMENT/SUPERVISON	240	\$ 2.04	\$ 489.60
TOTAL ANNUAL COSTS			\$ 18,972.00

	Frequency	Cost per Frequency	Annual Costs
ROY CAMPANELLA PARK			
EDGING	48	\$ 24.48	\$ 1,175.04
BALLFIELD	240	\$ 61.20	\$ 14,688.00
SITE INSPECTION & REPORTING	240	\$ 1.02	\$ 244.80
MANAGEMENT/SUPERVISON	240	\$ 2.04	\$ 489.60
TOTAL ANNUAL COSTS			\$ 16,597.44

	Frequency	Cost per Frequency	Annual Costs
TED WATKINS PARK			
EDGING	48	\$ 24.48	\$ 1,175.04
BALLFIELD	240	\$ 66.30	\$ 15,912.00
SITE INSPECTION & REPORTING	240	\$ 1.02	\$ 244.80
MANAGEMENT/SUPERVISON	240	\$ 2.04	\$ 489.60
TOTAL ANNUAL COSTS			\$ 17,821.44

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2020

	Frequency	Cost per Frequency	Annual Costs	
FRANKLIN D. ROOSEVELT PARK				
MOWING	24	\$ 35.70	\$ 856.80	
EDGING	48	\$ 30.60	\$ 1,468.80	
BALLFIELD	240	\$ 61.20	\$ 14,688.00	
SITE INSPECTION & REPORTING	240	\$ 1.02	\$ 244.80	
MANAGEMENT/SUPERVISON	240	\$ 2.04	\$ 489.60	
TOTAL ANNUAL COSTS			\$ 17,748.00	

	Frequency	Cost per Frequency	Annual Costs	
MARY M. BETHUNE PARK				
EDGING	24	\$ 24.48	\$ 587.52	
BALLFIELD	120	\$ 56.10	\$ 6,732.00	
SITE INSPECTION & REPORTING	120	\$ 1.02	\$ 122.40	
MANAGEMENT/SUPERVISON	120	\$ 2.04	\$ 244.80	
TOTAL ANNUAL COSTS			\$ 7,686.72	

	Frequency Yearly	Fields Serviced	Cost Per Frequency	Annual Costs	
SEASONAL SPECIALTY TASKS					
FERTILIZE	4	13	\$ 4,335.00	\$ 17,340.00	All Fields
BROADLEAF APPLICATION	3	13	\$ 4,080.00	\$ 12,240.00	All Fields
INFIELD MIX	130	13	\$ 40.80	\$ 5,304.00	County to Selec
AERIFICATION	4	13	\$ 6,630.00	\$ 26,520.00	All Fields
SEED & TOP DRESS INFIELD ONLY	2	2	\$ 510.00	\$ 2,040.00	2 Turf Infields
LASER GRADE	1	13	\$ 612.00	\$ 7,956.00	All Fields
DEEP SCARIFY & LEVEL	2	13	\$ 408.00	\$ 10,608.00	All Fields
PEIMETER RE-ESTABLISHMENT	2	13	\$ 408.00	\$ 10,608.00	All Fields
PERIMETER SCALP, THATCH, WATERI	2	13	\$ 306.00	\$ 7,956.00	All Fields
FENCE LINE CLEANUP	2	13	\$ 102.00	\$ 2,652.00	All Fields
INFIELD TURF RENOVATION	2	2	\$ 1,020.00	\$ 4,080.00	2 Turf Infields
REPAIR PITCHERS MOUND	2	6	\$ 969.00	\$ 1,938.00	6 Mounds
TOTAL ANNUAL SPECIALTY TASK TOTAL				\$ 109,242.00	

ANNUAL COSTS PER PARK	
ATHENS	\$ 33,403.90
LENNOX	\$ 16,089.95
JESSE OWENS	\$ 35,778.46
ROY CAMPANELLA	\$ 33,403.90
TED WATKINS	\$ 34,627.90
ROOSEVELT	\$ 34,554.46
BETHUNE	\$ 16,089.95
MONA	\$ 16,089.95

TOTAL CONTRACT AMOUNT \$ 220,038.48

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2021**MONA PARK**

	Frequency	Cost per Frequency	Annual Costs
EDGING	24	\$ 24.96	\$ 599.04
BALLFIELD	120	\$ 57.20	\$ 6,864.00
SITE INSPECTION & REPORTING	120	\$ 1.04	\$ 124.80
MANAGEMENT/SUPERVISON	120	\$ 2.08	\$ 249.60

TOTAL ANNUAL COSTS \$ 7,837.44

ATHENS PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	48	\$ 24.96	\$ 1,198.08
BALLFIELD	240	\$ 62.40	\$ 14,976.00
SITE INSPECTION & REPORTING	240	\$ 1.04	\$ 249.60
MANAGEMENT/SUPERVISON	240	\$ 2.08	\$ 499.20

TOTAL ANNUAL COSTS \$ 16,922.88

LENNOX PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	24	\$ 24.96	\$ 599.04
BALLFIELD	120	\$ 57.20	\$ 6,864.00
SITE INSPECTION & REPORTING	120	\$ 1.04	\$ 124.80
MANAGEMENT/SUPERVISON	120	\$ 2.08	\$ 249.60

TOTAL ANNUAL COSTS \$ 7,837.44

JEESE OWENS PARK

	Frequency	Cost per Frequency	Annual Costs
MOWING	24	\$ 36.40	\$ 873.60
EDGING	48	\$ 31.20	\$ 1,497.60
BALLFIELD	240	\$ 67.60	\$ 16,224.00
SITE INSPECTION & REPORTING	240	\$ 1.04	\$ 249.60
MANAGEMENT/SUPERVISON	240	\$ 2.08	\$ 499.20

TOTAL ANNUAL COSTS \$ 19,344.00

ROY CAMPANELLA PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	48	\$ 24.96	\$ 1,198.08
BALLFIELD	240	\$ 62.40	\$ 14,976.00
SITE INSPECTION & REPORTING	240	\$ 1.04	\$ 249.60
MANAGEMENT/SUPERVISON	240	\$ 2.08	\$ 499.20

TOTAL ANNUAL COSTS \$ 16,922.88

TED WATKINS PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	48	\$ 24.96	\$ 1,198.08
BALLFIELD	240	\$ 67.60	\$ 16,224.00
SITE INSPECTION & REPORTING	240	\$ 1.04	\$ 249.60
MANAGEMENT/SUPERVISON	240	\$ 2.08	\$ 499.20

TOTAL ANNUAL COSTS \$ 18,170.88

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2021

	Frequency	Cost per Frequency	Annual Costs	
FRANKLIN D. ROOSEVELT PARK				
MOWING	24	\$ 36.40	\$ 873.60	
EDGING	48	\$ 31.20	\$ 1,497.60	
BALLFIELD	240	\$ 62.40	\$ 14,976.00	
SITE INSPECTION & REPORTING	240	\$ 1.04	\$ 249.60	
MANAGEMENT/SUPERVISOR	240	\$ 2.08	\$ 499.20	
TOTAL ANNUAL COSTS			\$ 18,096.00	

	Frequency	Cost per Frequency	Annual Costs	
MARY M. BETHUNE PARK				
EDGING	24	\$ 24.96	\$ 599.04	
BALLFIELD	120	\$ 57.20	\$ 6,864.00	
SITE INSPECTION & REPORTING	120	\$ 1.04	\$ 124.80	
MANAGEMENT/SUPERVISOR	120	\$ 2.08	\$ 249.60	
TOTAL ANNUAL COSTS			\$ 7,837.44	

	Frequency Yearly	Fields Serviced	Cost Per Frequency	Annual Costs	
SEASONAL SPECIALTY TASKS					
FERTILIZE	4	13	\$ 4,420.00	\$ 17,680.00	All Fields
BROADLEAF APPLICATION	3	13	\$ 4,160.00	\$ 12,480.00	All Fields
INFIELD MIX	130	13	\$ 41.60	\$ 5,408.00	County to Select
AERIFICATION	4	13	\$ 6,760.00	\$ 27,040.00	All Fields
SEED & TOP DRESS INFIELD ONLY	2	2	\$ 520.00	\$ 2,080.00	2 Turf Infields
LASER GRADE	1	13	\$ 624.00	\$ 8,112.00	All Fields
DEEP SCARIFY & LEVEL	2	13	\$ 416.00	\$ 10,816.00	All Fields
PERIMETER RE-ESTABLISHMENT	2	13	\$ 416.00	\$ 10,816.00	All Fields
PERIMETER SCALP, THATCH, WATER	2	13	\$ 312.00	\$ 8,112.00	All Fields
FENCE LINE CLEANUP	2	13	\$ 104.00	\$ 2,704.00	All Fields
INFIELD TURF RENOVATION	2	2	\$ 1,040.00	\$ 4,160.00	2 Turf Infields
REPAIR PITCHERS MOUND	2	6	\$ 988.00	\$ 1,976.00	6 Mounds
TOTAL ANNUAL SPECIALTY TASK TOTAL				\$ 111,384.00	

ANNUAL COSTS PER PARK

ATHENS	\$ 34,058.88
LENNOX	\$ 16,405.44
JESSE OWENS	\$ 36,480.00
ROY CAMPANELLA	\$ 34,058.88
TED WATKINS	\$ 35,306.88
ROOSEVELT	\$ 35,232.00
BETHUNE	\$ 16,405.44
MONA	\$ 16,405.44

TOTAL CONTRACT AMOUNT \$ 224,352.96

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2022**MONA PARK**

	Frequency	Cost per Frequency	Annual Costs
EDGING	24	\$ 25.44	\$ 610.56
BALLFIELD	120	\$ 58.30	\$ 6,996.00
SITE INSPECTION & REPORTING	120	\$ 1.06	\$ 127.20
MANAGEMENT/SUPERVISON	120	\$ 2.12	\$ 254.40

TOTAL ANNUAL COSTS \$ 7,988.16

ATHENS PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	48	\$ 25.44	\$ 1,221.12
BALLFIELD	240	\$ 63.60	\$ 15,264.00
SITE INSPECTION & REPORTING	240	\$ 1.06	\$ 254.40
MANAGEMENT/SUPERVISON	240	\$ 2.12	\$ 508.80

TOTAL ANNUAL COSTS \$ 17,248.32

LENNOX PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	24	\$ 25.44	\$ 610.56
BALLFIELD	120	\$ 58.30	\$ 6,996.00
SITE INSPECTION & REPORTING	120	\$ 1.06	\$ 127.20
MANAGEMENT/SUPERVISON	120	\$ 2.12	\$ 254.40

TOTAL ANNUAL COSTS \$ 7,988.16

JEESE OWENS PARK

	Frequency	Cost per Frequency	Annual Costs
MOWING	24	\$ 37.10	\$ 890.40
EDGING	48	\$ 31.80	\$ 1,526.40
BALLFIELD	240	\$ 68.90	\$ 16,536.00
SITE INSPECTION & REPORTING	240	\$ 1.06	\$ 254.40
MANAGEMENT/SUPERVISON	240	\$ 2.12	\$ 508.80

TOTAL ANNUAL COSTS \$ 19,716.00

ROY CAMPANELLA PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	48	\$ 25.44	\$ 1,221.12
BALLFIELD	240	\$ 63.60	\$ 15,264.00
SITE INSPECTION & REPORTING	240	\$ 1.06	\$ 254.40
MANAGEMENT/SUPERVISON	240	\$ 2.12	\$ 508.80

TOTAL ANNUAL COSTS \$ 17,248.32

TED WATKINS PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	48	\$ 25.44	\$ 1,221.12
BALLFIELD	240	\$ 68.90	\$ 16,536.00
SITE INSPECTION & REPORTING	240	\$ 1.06	\$ 254.40
MANAGEMENT/SUPERVISON	240	\$ 2.12	\$ 508.80

TOTAL ANNUAL COSTS \$ 18,520.32

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2022

FRANKLIN D. ROOSEVELT PARK

	Frequency	Cost per Frequency	Annual Costs	
MOWING	24	\$ 37.10	\$ 890.40	
EDGING	48	\$ 31.80	\$ 1,526.40	
BALLFIELD	240	\$ 63.60	\$ 15,264.00	
SITE INSPECTION & REPORTING	240	\$ 1.06	\$ 254.40	
MANAGEMENT/SUPERVISION	240	\$ 2.12	\$ 508.80	
TOTAL ANNUAL COSTS			\$ 18,444.00	

MARY M. BETHUNE PARK

	Frequency	Cost per Frequency	Annual Costs	
EDGING	24	\$ 25.44	\$ 610.56	
BALLFIELD	120	\$ 58.30	\$ 6,996.00	
SITE INSPECTION & REPORTING	120	\$ 1.06	\$ 127.20	
MANAGEMENT/SUPERVISION	120	\$ 2.12	\$ 254.40	
TOTAL ANNUAL COSTS			\$ 7,988.16	

SEASONAL SPECIALTY TASKS

	Frequency Yearly	Fields Serviced	Cost Per Frequency	Annual Costs	
FERTILIZE	4	13	\$ 4,505.00	\$ 18,020.00	All Fields
BROADLEAF APPLICATION	3	13	\$ 4,240.00	\$ 12,720.00	All Fields
INFIELD MIX	130	13	\$ 42.40	\$ 5,512.00	County to Select
AERIFICATION	4	13	\$ 6,890.00	\$ 27,560.00	All Fields
SEED & TOP DRESS INFIELD ONLY	2	2	\$ 530.00	\$ 2,120.00	2 Turf Infields
LASER GRADE	1	13	\$ 636.00	\$ 8,268.00	All Fields
DEEP SCARIFY & LEVEL	2	13	\$ 424.00	\$ 11,024.00	All Fields
PERIMETER RE-ESTABLISHMENT	2	13	\$ 424.00	\$ 11,024.00	All Fields
PERIMETER SCALP, THATCH, WATERBLAST	2	13	\$ 318.00	\$ 8,268.00	All Fields
FENCE LINE CLEANUP	2	13	\$ 106.00	\$ 2,756.00	All Fields
INFIELD TURF RENOVATION	2	2	\$ 1,060.00	\$ 4,240.00	2 Turf Infields
REPAIR PITCHERS MOUND	2	6	\$ 1,007.00	\$ 2,014.00	6 Mounds
TOTAL ANNUAL SPECIALTY TASK TOTAL				\$ 113,526.00	

ANNUAL COSTS PER PARK

ATHENS	\$ 34,713.86
LENNOX	\$ 16,720.93
JESSE OWENS	\$ 37,181.54
ROY CAMPANELLA	\$ 34,713.86
TED WATKINS	\$ 35,985.86
ROOSEVELT	\$ 35,909.54
BETHUNE	\$ 16,720.93
MONA	\$ 16,720.93

TOTAL CONTRACT AMOUNT \$ 228,667.44

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2023**MONA PARK**

	Frequency	Cost per Frequency	Annual Costs
EDGING	24	\$ 25.92	\$ 622.08
BALLFIELD	120	\$ 59.40	\$ 7,128.00
SITE INSPECTION & REPORTING	120	\$ 1.08	\$ 129.60
MANAGEMENT/SUPERVISOR	120	\$ 2.16	\$ 259.20
TOTAL ANNUAL COSTS			\$ 8,138.88

ATHENS PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	48	\$ 25.92	\$ 1,244.16
BALLFIELD	240	\$ 64.80	\$ 15,552.00
SITE INSPECTION & REPORTING	240	\$ 1.08	\$ 259.20
MANAGEMENT/SUPERVISOR	240	\$ 2.16	\$ 518.40
TOTAL ANNUAL COSTS			\$ 17,573.76

LENNOX PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	24	\$ 25.92	\$ 622.08
BALLFIELD	120	\$ 59.40	\$ 7,128.00
SITE INSPECTION & REPORTING	120	\$ 1.08	\$ 129.60
MANAGEMENT/SUPERVISOR	120	\$ 2.16	\$ 259.20
TOTAL ANNUAL COSTS			\$ 8,138.88

JEESE OWENS PARK

	Frequency	Cost per Frequency	Annual Costs
MOWING	24	\$ 37.80	\$ 907.20
EDGING	48	\$ 32.40	\$ 1,555.20
BALLFIELD	240	\$ 70.20	\$ 16,848.00
SITE INSPECTION & REPORTING	240	\$ 1.08	\$ 259.20
MANAGEMENT/SUPERVISOR	240	\$ 2.16	\$ 518.40
TOTAL ANNUAL COSTS			\$ 20,088.00

ROY CAMPANELLA PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	48	\$ 25.92	\$ 1,244.16
BALLFIELD	240	\$ 64.80	\$ 15,552.00
SITE INSPECTION & REPORTING	240	\$ 1.08	\$ 259.20
MANAGEMENT/SUPERVISOR	240	\$ 2.16	\$ 518.40
TOTAL ANNUAL COSTS			\$ 17,573.76

TED WATKINS PARK

	Frequency	Cost per Frequency	Annual Costs
EDGING	48	\$ 25.92	\$ 1,244.16
BALLFIELD	240	\$ 70.20	\$ 16,848.00
SITE INSPECTION & REPORTING	240	\$ 1.08	\$ 259.20
MANAGEMENT/SUPERVISOR	240	\$ 2.16	\$ 518.40
TOTAL ANNUAL COSTS			\$ 18,869.76

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2023

FRANKLIN D. ROOSEVELT PARK

	Frequency	Cost per Frequency	Annual Costs	
MOWING	24	\$ 37.80	\$ 907.20	
EDGING	48	\$ 32.40	\$ 1,555.20	
BALLFIELD	240	\$ 64.80	\$ 15,552.00	
SITE INSPECTION & REPORTING	240	\$ 1.08	\$ 259.20	
MANAGEMENT/SUPERVISON	240	\$ 2.16	\$ 518.40	
TOTAL ANNUAL COSTS			\$ 18,792.00	

MARY M. BETHUNE PARK

	Frequency	Cost per Frequency	Annual Costs	
EDGING	24	\$ 25.92	\$ 622.08	
BALLFIELD	120	\$ 59.40	\$ 7,128.00	
SITE INSPECTION & REPORTING	120	\$ 1.08	\$ 129.60	
MANAGEMENT/SUPERVISON	120	\$ 2.16	\$ 259.20	
TOTAL ANNUAL COSTS			\$ 8,138.88	

SEASONAL SPECIALTY TASKS

	Frequency Yearly	Fields Serviced	Cost Per Frequency	Annual Costs	
FERTILIZE	4	13	\$ 4,590.00	\$ 18,360.00	All Fields
BROADLEAF APPLICATION	3	13	\$ 4,320.00	\$ 12,960.00	All Fields
INFIELD MIX	130	13	\$ 43.20	\$ 5,616.00	County to Selec
IFICATION	4	13	\$ 7,020.00	\$ 28,080.00	All Fields
SEED & TOP DRESS INFIELD ONLY	2	2	\$ 540.00	\$ 2,160.00	2 Turf Infields
LASER GRADE	1	13	\$ 648.00	\$ 8,424.00	All Fields
DEEP SCARIFY & LEVEL	2	13	\$ 432.00	\$ 11,232.00	All Fields
PEIMETER RE-ESTABLISHMENT	2	13	\$ 432.00	\$ 11,232.00	All Fields
PERIMETER SCALP, THATCH, WATERI	2	13	\$ 324.00	\$ 8,424.00	All Fields
FENCE LINE CLEANUP	2	13	\$ 108.00	\$ 2,808.00	All Fields
INFIELD TURF RENOVATION	2	2	\$ 1,080.00	\$ 4,320.00	2 Turf Infields
REPAIR PITCHERS MOUND	2	6	\$ 1,026.00	\$ 2,052.00	6 Mounds
TOTAL ANNUAL SPECIALTY TASK TOTAL				\$ 115,668.00	

ANNUAL COSTS PER PARK

ATHENS	\$ 35,368.84
LENNOX	\$ 17,036.42
JESSE OWENS	\$ 37,883.08
ROY CAMPANELLA	\$ 35,368.84
TED WATKINS	\$ 36,664.84
ROOSEVELT	\$ 36,587.08
BETHUNE	\$ 17,036.42
MONA	\$ 17,036.42

TOTAL CONTRACT AMOUNT \$ 232,981.92

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2024

	Frequency	Cost per Frequency	Annual Costs
MONA PARK			
EDGING	24	\$ 26.40	\$ 633.60
BALLFIELD	120	\$ 60.50	\$ 7,260.00
SITE INSPECTION & REPORTING	120	\$ 1.10	\$ 132.00
MANAGEMENT/SUPERVISON	120	\$ 2.20	\$ 264.00
TOTAL ANNUAL COSTS			\$ 8,289.60

	Frequency	Cost per Frequency	Annual Costs
ATHENS PARK			
EDGING	48	\$ 26.40	\$ 1,267.20
BALLFIELD	240	\$ 66.00	\$ 15,840.00
SITE INSPECTION & REPORTING	240	\$ 1.10	\$ 264.00
MANAGEMENT/SUPERVISON	240	\$ 2.20	\$ 528.00
TOTAL ANNUAL COSTS			\$ 17,899.20

	Frequency	Cost per Frequency	Annual Costs
LENNOX PARK			
EDGING	24	\$ 26.40	\$ 633.60
BALLFIELD	120	\$ 60.50	\$ 7,260.00
SITE INSPECTION & REPORTING	120	\$ 1.10	\$ 132.00
MANAGEMENT/SUPERVISON	120	\$ 2.20	\$ 264.00
TOTAL ANNUAL COSTS			\$ 8,289.60

	Frequency	Cost per Frequency	Annual Costs
JEESE OWENS PARK			
MOWING	24	\$ 38.50	\$ 924.00
EDGING	48	\$ 33.00	\$ 1,584.00
BALLFIELD	240	\$ 71.50	\$ 17,160.00
SITE INSPECTION & REPORTING	240	\$ 1.10	\$ 264.00
MANAGEMENT/SUPERVISON	240	\$ 2.20	\$ 528.00
TOTAL ANNUAL COSTS			\$ 20,460.00

	Frequency	Cost per Frequency	Annual Costs
ROY CAMPANELLA PARK			
EDGING	48	\$ 26.40	\$ 1,267.20
BALLFIELD	240	\$ 66.00	\$ 15,840.00
SITE INSPECTION & REPORTING	240	\$ 1.10	\$ 264.00
MANAGEMENT/SUPERVISON	240	\$ 2.20	\$ 528.00
TOTAL ANNUAL COSTS			\$ 17,899.20

	Frequency	Cost per Frequency	Annual Costs
TED WATKINS PARK			
EDGING	48	\$ 26.40	\$ 1,267.20
BALLFIELD	240	\$ 71.50	\$ 17,160.00
SITE INSPECTION & REPORTING	240	\$ 1.10	\$ 264.00
MANAGEMENT/SUPERVISON	240	\$ 2.20	\$ 528.00
TOTAL ANNUAL COSTS			\$ 19,219.20

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2024

	Frequency	Cost per Frequency	Annual Costs	
FRANKLIN D. ROOSEVELT PARK				
MOWING	24	\$ 38.50	\$ 924.00	
EDGING	48	\$ 33.00	\$ 1,584.00	
BALLFIELD	240	\$ 66.00	\$ 15,840.00	
SITE INSPECTION & REPORTING	240	\$ 1.10	\$ 264.00	
MANAGEMENT/SUPERVISON	240	\$ 2.20	\$ 528.00	
TOTAL ANNUAL COSTS			\$ 19,140.00	

	Frequency	Cost per Frequency	Annual Costs	
MARY M. BETHUNE PARK				
EDGING	24	\$ 26.40	\$ 633.60	
BALLFIELD	120	\$ 60.50	\$ 7,260.00	
SITE INSPECTION & REPORTING	120	\$ 1.10	\$ 132.00	
MANAGEMENT/SUPERVISON	120	\$ 2.20	\$ 264.00	
TOTAL ANNUAL COSTS			\$ 8,289.60	

	Frequency Yearly	Fields Serviced	Cost Per Frequency	Annual Costs	
SEASONAL SPECIALTY TASKS					
FERTILIZE	4	13	\$ 4,675.00	\$ 18,700.00	All Fields
BROADLEAF APPLICATION	3	13	\$ 4,400.00	\$ 13,200.00	All Fields
INFIELD MIX	130	13	\$ 44.00	\$ 5,720.00	County to Selec
AERIFICATION	4	13	\$ 7,150.00	\$ 28,600.00	All Fields
SEED & TOP DRESS INFIELD ONLY	2	2	\$ 550.00	\$ 2,200.00	2 Turf Infields
LASER GRADE	1	13	\$ 660.00	\$ 8,580.00	All Fields
DEEP SCARIFY & LEVEL	2	13	\$ 440.00	\$ 11,440.00	All Fields
PEIMETER RE-ESTABLISHMENT	2	13	\$ 440.00	\$ 11,440.00	All Fields
PERIMETER SCALP, THATCH, WA'	2	13	\$ 330.00	\$ 8,580.00	All Fields
FENCE LINE CLEANUP	2	13	\$ 110.00	\$ 2,860.00	All Fields
INFIELD TURF RENOVATION	2	2	\$ 1,100.00	\$ 4,400.00	2 Turf Infields
REPAIR PITCHERS MOUND	2	6	\$ 1,045.00	\$ 2,090.00	6 Mounds
TOTAL ANNUAL SPECIALTY TASK TOTAL				\$ 117,810.00	

ANNUAL COSTS PER PARK

ATHENS	\$ 36,023.82
LENNOX	\$ 17,351.91
JESSE OWENS	\$ 38,584.62
ROY CAMPANELLA	\$ 36,023.82
TED WATKINS	\$ 37,343.82
ROOSEVELT	\$ 37,264.62
BETHUNE	\$ 17,351.91
MONA	\$ 17,351.91

TOTAL CONTRACT AMOUNT	<u>\$ 237,296.40</u>
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EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2025

	Frequency	Cost per Frequency	Annual Costs
MONA PARK			
EDGING	24	\$ 26.88	\$ 645.12
BALLFIELD	120	\$ 61.60	\$ 7,392.00
SITE INSPECTION & REPORTING	120	\$ 1.12	\$ 134.40
MANAGEMENT/SUPERVISON	120	\$ 2.24	\$ 268.80
TOTAL ANNUAL COSTS			\$ 8,440.32

	Frequency	Cost per Frequency	Annual Costs
ATHENS PARK			
EDGING	48	\$ 26.88	\$ 1,290.24
BALLFIELD	240	\$ 67.20	\$ 16,128.00
SITE INSPECTION & REPORTING	240	\$ 1.12	\$ 268.80
MANAGEMENT/SUPERVISON	240	\$ 2.24	\$ 537.60
TOTAL ANNUAL COSTS			\$ 18,224.64

	Frequency	Cost per Frequency	Annual Costs
LENNOX PARK			
EDGING	24	\$ 26.88	\$ 645.12
BALLFIELD	120	\$ 61.60	\$ 7,392.00
SITE INSPECTION & REPORTING	120	\$ 1.12	\$ 134.40
MANAGEMENT/SUPERVISON	120	\$ 2.24	\$ 268.80
TOTAL ANNUAL COSTS			\$ 8,440.32

	Frequency	Cost per Frequency	Annual Costs
JEESE OWENS PARK			
MOWING	24	\$ 39.20	\$ 940.80
EDGING	48	\$ 33.60	\$ 1,612.80
BALLFIELD	240	\$ 72.80	\$ 17,472.00
SITE INSPECTION & REPORTING	240	\$ 1.12	\$ 268.80
MANAGEMENT/SUPERVISON	240	\$ 2.24	\$ 537.60
TOTAL ANNUAL COSTS			\$ 20,832.00

	Frequency	Cost per Frequency	Annual Costs
ROY CAMPANELLA PARK			
EDGING	48	\$ 26.88	\$ 1,290.24
BALLFIELD	240	\$ 67.20	\$ 16,128.00
SITE INSPECTION & REPORTING	240	\$ 1.12	\$ 268.80
MANAGEMENT/SUPERVISON	240	\$ 2.24	\$ 537.60
TOTAL ANNUAL COSTS			\$ 18,224.64

	Frequency	Cost per Frequency	Annual Costs
TED WATKINS PARK			
EDGING	48	\$ 26.88	\$ 1,290.24
BALLFIELD	240	\$ 72.80	\$ 17,472.00
SITE INSPECTION & REPORTING	240	\$ 1.12	\$ 268.80
MANAGEMENT/SUPERVISON	240	\$ 2.24	\$ 537.60
TOTAL ANNUAL COSTS			\$ 19,568.64

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2025

	Frequency	Cost per Frequency	Annual Costs	
FRANKLIN D. ROOSEVELT PARK				
MOWING	24	\$ 39.20	\$ 940.80	
EDGING	48	\$ 33.60	\$ 1,612.80	
BALLFIELD	240	\$ 67.20	\$ 16,128.00	
SITE INSPECTION & REPORTING	240	\$ 1.12	\$ 268.80	
MANAGEMENT/SUPERVISON	240	\$ 2.24	\$ 537.60	
TOTAL ANNUAL COSTS			\$ 19,488.00	

	Frequency	Cost per Frequency	Annual Costs	
MARY M. BETHUNE PARK				
EDGING	24	\$ 26.88	\$ 645.12	
BALLFIELD	120	\$ 61.60	\$ 7,392.00	
SITE INSPECTION & REPORTING	120	\$ 1.12	\$ 134.40	
MANAGEMENT/SUPERVISON	120	\$ 2.24	\$ 268.80	
TOTAL ANNUAL COSTS			\$ 8,440.32	

	Frequency Yearly	Fields Serviced	Cost Per Frequency	Annual Costs	
SEASONAL SPECIALTY TASKS					
FERTILIZE	4	13	\$ 4,760.00	\$ 19,040.00	All Fields
BROADLEAF APPLICATION	3	13	\$ 4,480.00	\$ 13,440.00	All Fields
INFIELD MIX	130	13	\$ 44.80	\$ 5,824.00	County to Selec
AERIFICATION	4	13	\$ 7,280.00	\$ 29,120.00	All Fields
SEED & TOP DRESS INFIELD ONLY	2	2	\$ 560.00	\$ 2,240.00	2 Turf Infields
LASER GRADE	1	13	\$ 672.00	\$ 8,736.00	All Fields
DEEP SCARIFY & LEVEL	2	13	\$ 448.00	\$ 11,648.00	All Fields
PEIMETER RE-ESTABLISHMENT	2	13	\$ 448.00	\$ 11,648.00	All Fields
PERIMETER SCALP, THATCH, WATEF	2	13	\$ 336.00	\$ 8,736.00	All Fields
FENCE LINE CLEANUP	2	13	\$ 112.00	\$ 2,912.00	All Fields
INFIELD TURF RENOVATION	2	2	\$ 1,120.00	\$ 4,480.00	2 Turf Infields
REPAIR PITCHERS MOUND	2	6	\$ 1,064.00	\$ 2,128.00	6 Mounds
TOTAL ANNUAL SPECIALTY TASK TOTAL				\$ 119,952.00	

ANNUAL COSTS PER PARK	
ATHENS	\$ 36,678.79
LENNOX	\$ 17,667.40
JESSE OWENS	\$ 39,286.15
ROY CAMPANELLA	\$ 36,678.79
TED WATKINS	\$ 38,022.79
ROOSEVELT	\$ 37,942.15
BETHUNE	\$ 17,667.40
MONA	\$ 17,667.40
TOTAL CONTRACT AMOUNT	\$ 241,610.88

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2026

	Frequency	Cost per Frequency	Annual Costs
MONA PARK			
EDGING	24	\$ 27.36	\$ 656.64
BALLFIELD	120	\$ 62.70	\$ 7,524.00
SITE INSPECTION & REPORTING	120	\$ 1.14	\$ 136.80
MANAGEMENT/SUPERVISON	120	\$ 2.28	\$ 273.60
TOTAL ANNUAL COSTS			<u>\$ 8,591.04</u>

	Frequency	Cost per Frequency	Annual Costs
ATHENS PARK			
EDGING	48	\$ 27.36	\$ 1,313.28
BALLFIELD	240	\$ 68.40	\$ 16,416.00
SITE INSPECTION & REPORTING	240	\$ 1.14	\$ 273.60
MANAGEMENT/SUPERVISON	240	\$ 2.28	\$ 547.20
TOTAL ANNUAL COSTS			<u>\$ 18,550.08</u>

	Frequency	Cost per Frequency	Annual Costs
LENNOX PARK			
EDGING	24	\$ 27.36	\$ 656.64
BALLFIELD	120	\$ 62.70	\$ 7,524.00
SITE INSPECTION & REPORTING	120	\$ 1.14	\$ 136.80
MANAGEMENT/SUPERVISON	120	\$ 2.28	\$ 273.60
TOTAL ANNUAL COSTS			<u>\$ 8,591.04</u>

	Frequency	Cost per Frequency	Annual Costs
JEESE OWENS PARK			
MOWING	24	\$ 39.90	\$ 957.60
EDGING	48	\$ 34.20	\$ 1,641.60
BALLFIELD	240	\$ 74.10	\$ 17,784.00
SITE INSPECTION & REPORTING	240	\$ 1.14	\$ 273.60
MANAGEMENT/SUPERVISON	240	\$ 2.28	\$ 547.20
TOTAL ANNUAL COSTS			<u>\$ 21,204.00</u>

	Frequency	Cost per Frequency	Annual Costs
ROY CAMPANELLA PARK			
EDGING	48	\$ 27.36	\$ 1,313.28
BALLFIELD	240	\$ 68.40	\$ 16,416.00
SITE INSPECTION & REPORTING	240	\$ 1.14	\$ 273.60
MANAGEMENT/SUPERVISON	240	\$ 2.28	\$ 547.20
TOTAL ANNUAL COSTS			<u>\$ 18,550.08</u>

	Frequency	Cost per Frequency	Annual Costs
TED WATKINS PARK			
EDGING	48	\$ 27.36	\$ 1,313.28
BALLFIELD	240	\$ 74.10	\$ 17,784.00
SITE INSPECTION & REPORTING	240	\$ 1.14	\$ 273.60
MANAGEMENT/SUPERVISON	240	\$ 2.28	\$ 547.20
TOTAL ANNUAL COSTS			<u>\$ 19,918.08</u>

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2026

	Frequency	Cost per Frequency	Annual Costs	
FRANKLIN D. ROOSEVELT PARK				
MOWING	24	\$ 39.90	\$ 957.60	
EDGING	48	\$ 34.20	\$ 1,641.60	
BALLFIELD	240	\$ 68.40	\$ 16,416.00	
SITE INSPECTION & REPORTING	240	\$ 1.14	\$ 273.60	
MANAGEMENT/SUPERVISON	240	\$ 2.28	\$ 547.20	
TOTAL ANNUAL COSTS			\$ 19,836.00	

	Frequency	Cost per Frequency	Annual Costs	
MARY M. BETHUNE PARK				
EDGING	24	\$ 27.36	\$ 656.64	
BALLFIELD	120	\$ 62.70	\$ 7,524.00	
SITE INSPECTION & REPORTING	120	\$ 1.14	\$ 136.80	
MANAGEMENT/SUPERVISON	120	\$ 2.28	\$ 273.60	
TOTAL ANNUAL COSTS			\$ 8,591.04	

	Frequency Yearly	Fields Serviced	Cost Per Frequency	Annual Costs	
SEASONAL SPECIALTY TASKS					
FERTILIZE	4	13	\$ 4,845.00	\$ 19,380.00	All Fields
BROADLEAF APPLICATION	3	13	\$ 4,560.00	\$ 13,680.00	All Fields
INFIELD MIX	130	13	\$ 45.60	\$ 5,928.00	County to Select
AERIFICATION	4	13	\$ 7,410.00	\$ 29,640.00	All Fields
SEED & TOP DRESS INFIELD ONLY	2	2	\$ 570.00	\$ 2,280.00	2 Turf Infields
LASER GRADE	1	13	\$ 684.00	\$ 8,892.00	All Fields
DEEP SCARIFY & LEVEL	2	13	\$ 456.00	\$ 11,856.00	All Fields
PEIMETER RE-ESTABLISHMENT	2	13	\$ 456.00	\$ 11,856.00	All Fields
PERIMETER SCALP, THATCH, WATER	2	13	\$ 342.00	\$ 8,892.00	All Fields
FENCE LINE CLEANUP	2	13	\$ 114.00	\$ 2,964.00	All Fields
INFIELD TURF RENOVATION	2	2	\$ 1,140.00	\$ 4,560.00	2 Turf Infields
REPAIR PITCHERS MOUND	2	6	\$ 1,083.00	\$ 2,166.00	6 Mounds
TOTAL ANNUAL SPECIALTY TASK TOTAL				\$ 122,094.00	

ANNUAL COSTS PER PARK	
ATHENS	\$ 37,333.77
LENNOX	\$ 17,982.89
JESSE OWENS	\$ 39,987.69
ROY CAMPANELLA	\$ 37,333.77
TED WATKINS	\$ 38,701.77
ROOSEVELT	\$ 38,619.69
BETHUNE	\$ 17,982.89
MONA	\$ 17,982.89

TOTAL CONTRACT AMOUNT **\$ 245,925.36**

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2027

	Frequency	Cost per Frequency	Annual Costs
MONA PARK			
EDGING	24	\$ 27.84	\$ 668.16
BALLFIELD	120	\$ 63.80	\$ 7,656.00
SITE INSPECTION & REPORTING	120	\$ 1.16	\$ 139.20
MANAGEMENT/SUPERVISON	120	\$ 2.32	\$ 278.40
TOTAL ANNUAL COSTS			\$ 8,741.76

	Frequency	Cost per Frequency	Annual Costs
ATHENS PARK			
EDGING	48	\$ 27.84	\$ 1,336.32
BALLFIELD	240	\$ 69.60	\$ 16,704.00
SITE INSPECTION & REPORTING	240	\$ 1.16	\$ 278.40
MANAGEMENT/SUPERVISON	240	\$ 2.32	\$ 556.80
TOTAL ANNUAL COSTS			\$ 18,875.52

	Frequency	Cost per Frequency	Annual Costs
LENNOX PARK			
EDGING	24	\$ 27.84	\$ 668.16
BALLFIELD	120	\$ 63.80	\$ 7,656.00
SITE INSPECTION & REPORTING	120	\$ 1.16	\$ 139.20
MANAGEMENT/SUPERVISON	120	\$ 2.32	\$ 278.40
TOTAL ANNUAL COSTS			\$ 8,741.76

	Frequency	Cost per Frequency	Annual Costs
JEESE OWENS PARK			
MOWING	24	\$ 40.60	\$ 974.40
EDGING	48	\$ 34.80	\$ 1,670.40
BALLFIELD	240	\$ 75.40	\$ 18,096.00
SITE INSPECTION & REPORTING	240	\$ 1.16	\$ 278.40
MANAGEMENT/SUPERVISON	240	\$ 2.32	\$ 556.80
TOTAL ANNUAL COSTS			\$ 21,576.00

	Frequency	Cost per Frequency	Annual Costs
ROY CAMPANELLA PARK			
EDGING	48	\$ 27.84	\$ 1,336.32
BALLFIELD	240	\$ 69.60	\$ 16,704.00
SITE INSPECTION & REPORTING	240	\$ 1.16	\$ 278.40
MANAGEMENT/SUPERVISON	240	\$ 2.32	\$ 556.80
TOTAL ANNUAL COSTS			\$ 18,875.52

	Frequency	Cost per Frequency	Annual Costs
TED WATKINS PARK			
EDGING	48	\$ 27.84	\$ 1,336.32
BALLFIELD	240	\$ 75.40	\$ 18,096.00
SITE INSPECTION & REPORTING	240	\$ 1.16	\$ 278.40
MANAGEMENT/SUPERVISON	240	\$ 2.32	\$ 556.80
TOTAL ANNUAL COSTS			\$ 20,267.52

EXHIBIT 11

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

YEAR 2027

	Frequency	Cost per Frequency	Annual Costs	
FRANKLIN D. ROOSEVELT PARK				
MOWING	24	\$ 40.60	\$ 974.40	
EDGING	48	\$ 34.80	\$ 1,670.40	
BALLFIELD	240	\$ 69.60	\$ 16,704.00	
SITE INSPECTION & REPORTING	240	\$ 1.16	\$ 278.40	
MANAGEMENT/SUPERVISON	240	\$ 2.32	\$ 556.80	
TOTAL ANNUAL COSTS			\$ 20,184.00	

	Frequency	Cost per Frequency	Annual Costs	
MARY M. BETHUNE PARK				
EDGING	24	\$ 27.84	\$ 668.16	
BALLFIELD	120	\$ 63.80	\$ 7,656.00	
SITE INSPECTION & REPORTING	120	\$ 1.16	\$ 139.20	
MANAGEMENT/SUPERVISON	120	\$ 2.32	\$ 278.40	
TOTAL ANNUAL COSTS			\$ 8,741.76	

	Frequency Yearly	Fields Serviced	Cost Per Frequency	Annual Costs	
SEASONAL SPECIALTY TASKS					
FERTILIZE	4	13	\$ 4,930.00	\$ 19,720.00	All Fields
BROADLEAF APPLICATION	3	13	\$ 4,640.00	\$ 13,920.00	All Fields
INFIELD MIX	130	13	\$ 46.40	\$ 6,032.00	County to Selec
AERIFICATION	4	13	\$ 7,540.00	\$ 30,160.00	All Fields
SEED & TOP DRESS INFIELD ONLY	2	2	\$ 580.00	\$ 2,320.00	2 Turf Infields
LASER GRADE	1	13	\$ 696.00	\$ 9,048.00	All Fields
DEEP SCARIFY & LEVEL	2	13	\$ 464.00	\$ 12,064.00	All Fields
PEIMETER RE-ESTABLISHMENT	2	13	\$ 464.00	\$ 12,064.00	All Fields
PERIMETER SCALP, THATCH, WATER	2	13	\$ 348.00	\$ 9,048.00	All Fields
FENCE LINE CLEANUP	2	13	\$ 116.00	\$ 3,016.00	All Fields
INFIELD TURF RENOVATION	2	2	\$ 1,160.00	\$ 4,640.00	2 Turf Infields
REPAIR PITCHERS MOUND	2	6	\$ 1,102.00	\$ 2,204.00	6 Mounds
TOTAL ANNUAL SPECIALTY TASK TOTAL				\$ 124,236.00	

ANNUAL COSTS PER PARK

ATHENS	\$ 37,988.75
LENNOX	\$ 18,298.38
JESSE OWENS	\$ 40,689.23
ROY CAMPANELLA	\$ 37,988.75
TED WATKINS	\$ 39,380.75
ROOSEVELT	\$ 39,297.23
BETHUNE	\$ 18,298.38
MONA	\$ 18,298.38

TOTAL CONTRACT AMOUNT	\$ 250,239.84
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EXHIBIT B

Statement of Work

**DODGER DREAM FIELDS
STATEMENT OF WORK
I. ADMINISTRATIVE SPECIFICATIONS**

1. GENERAL REQUIREMENTS

- 1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.2 The Contractor shall provide the labor, materials, and equipment necessary for the provision of baseball fields maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.3 The Contractor is hereby required to render and provide baseball fields maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; maintenance, repair and preparation of athletic areas; the pruning of trees and shrubs; providing weed and pest control; providing specified building custodial services; operate, repair and maintain irrigation systems and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and Performance Frequencies and govern the Contractor's completion of required operations.
- 1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.
- 1.5 The Contractor recognizes, that during the course of this Agreement, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefor by the Director or his Designee.
- 1.6 The Contractor shall, during the hours and days of maintenance service, as identified in Section 6.0, respond to all emergencies within two (2) hours of notification.
- 1.7 The Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

- 1.8 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall purchase, store and use environmentally and human friendly products that are compatible with products used by County. County shall determine compatibility and approve Contractor’s products prior to their use.

2.0 BASEBALL FIELDS TO BE MAINTAINED

- 2.1 The baseball fields to be maintained under the provisions of this Agreement is as follows and is specifically located at the address identified below:

- **Mona Park**, 2291 E. 121 Street Compton, CA 90222
- **Athens Park**, 12603 S. Broadway Avenue Los Angeles, CA 90061
- **Lennox Park**, 10828 S. Condon Ave. Lennox, CA 90304
- **Jesse Owens Community Regional Park**, 9651 S. Western Avenue Los Angeles, CA 90047
- **Roy Campanella Park**, 14812 Stanford Ave. Compton, CA 90220
- **Ted Watkins Park**, 1335 E. 103rd Street Los Angeles, CA 90002
- **Franklin D. Roosevelt Park**, 7600 Graham Avenue Los Angeles, CA 90001
- **Mary M. Bethune Park**, 1244 E. 61st Street Los Angeles, CA 90001

This facility is landscaped with turf, groundcover, shrubs, and is irrigated by manual and/or automatic irrigation systems.

- 2.2 The Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

3.0 CERTIFICATIONS/REPORTS

3.1 Payroll and Prevailing Wage Report

The Contractor shall complete a Payroll and Prevailing Wage Certification Report which shall be made available to the Director concurrent with the monthly invoicing. The Contractor may use Exhibit E, Public Works Payroll Reporting and Certification Form, or provide the required information in a form acceptable to the Director. The monthly payment will not be made until such report is received and found acceptable by the Director or his Designee.

3.2 Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, Additional Work, and maintenance functions performed by the Contractor's personnel were completed. Said report shall be in a form and content acceptable to the Director and will be made available to the Director upon request. The monthly payment may not be

made if such report is requested and is not made available or is in a form that is unacceptable to the Director or his Designee.

3.3 Certification of Specialty Type Maintenance

When applicable, the Contractor shall include with the monthly invoice, those specialty type maintenance items completed. The following information shall include but not be limited to:

- a. Quantity and complete description of all commercial and organic fertilizer(s) used.
- b. Quantity and label description of all grass seed used.
- c. Quantity and complete description of all soil amendments used.
- d. A valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioner's Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, and the person responsible for the report, the applicator's name and the license number under which the applicator was operating.
- e. A class "A" contractor license or a Specialty Contractor with C-27 contractor license will be allowed.
- f. A class "B" will be allowed without the C-27 if the bidding contractor can provide two (2) unrelated trades or crafts other than framing or carpentry, or unless the general building contractor holds the license classification (C-27).

3.4 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in this Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Agreement Discrepancy Report (SOW Exhibit 1 of Appendix B)

Verbal notification of a Agreement discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Agreement Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) calendar days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within (5) calendar days

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 ADDITIONAL WORK

- 5.1 As authorized in Section 8.0, Change Notices and Amendments, of the Agreement, the Director may at his discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 5.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without a written authorization from the Director or his Designee.
- 5.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours

after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or his Designee for approval.

6.0 SAFETY

- 6.1 The Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 6.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

7.0 CONTRACTOR'S STAFF

- 7.1 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
- 7.2 The Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.

- 7.3 The Director has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.
- 7.4 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.
- 7.5 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the baseball fields maintenance services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.
- 7.6 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.
- 7.7 The Contractor shall provide readily available transportation or access within 300 feet to toilet facilities to employees who are working in the field during normal business hours for the duration of the agreement term. In the event that the Contractor provides a toilet structure for its employees, the toilet structure must be clean and in good working order and supplied with adequate toilet supplies.

8.0 HOURS AND DAYS OF MAINTENANCE SERVICES

- 8.1 The baseball fields maintenance service shall commence on an annual basis 1st, February and end of May 31st. Days and hours are Tuesday through Saturday from 6:00 am to 2:30pm. The use of power equipment shall conform to all applicable sound ordinance laws.
- 8.2 The Contractor shall provide adequate staffing to perform the required baseball fields maintenance services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director or his Designee.
- 8.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or

mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Agreement by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Agreement for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

9.0 MAINTENANCE SCHEDULES

- 9.1 The Contractor shall, within ten (10) days after the effective date of this Agreement, submit a facility work schedule to the Director for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, the Contractor shall notify the Director, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 31.0 of the Statement of Work.
- 9.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director for his review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.
- 9.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.
- 9.4 The Contractor shall notify the Director, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
 - a. Fertilization
 - b. Turf renovation/reseeding
 - c. Broadleaf applications
 - d. Gopher treatment
 - e. Aerification
 - f. Infield mix addition
 - g. Other items as determined by the Director.

10.0 INTERPRETATION OF MAINTENANCE SPECIFICATIONS

- 10.1 Should any misunderstanding arise, the Director will interpret this Agreement. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the

Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

- 10.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three (3) County personnel having experience in the administration of baseball fields maintenance services agreements. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

11.0 SIGNS/IMPROVEMENTS

The Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from the Director or his Designee.

12.0 UTILITIES

The County shall pay for all utilities with the exception of the telephone, internet and wi-fi. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the Director. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

13.0 RESPONSES, INQUIRIES, AND COMPLAINTS

- 13.1 During the term of this agreement, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 13.2 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the baseball fields maintenance services shall be available for

notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.

- 13.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 13.4 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.
- 13.5 All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not abated within twenty-four (24) hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.
- 13.6 Contractor shall provide and maintain at its own expense an active local or toll free telephone number to make sure that emergency calls can be received. The Contractor or his/her designated person shall ensure that emergency calls can be received after normal business hours on a twenty-four (24) hour, seven (7) day a week basis. The Contractor or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

14.0 NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15.0 USE OF CHEMICALS

- 15.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The

EXHIBIT B

Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

- 15.1.1 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.
- 15.1.2 If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director per Paragraph 9.40, Subcontracting, of the Agreement, may subcontract this service.
- 15.1.3 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, the Director may deduct pro rata from the Contractor's invoice applicable agreement costs for chemical spraying.
- 15.1.4 The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Agreement.
- 15.1.5 In addition to the remedies provided heretofore, this Agreement may be terminated per Paragraph 9.44, Termination for Default, of the Agreement upon the Contractor's failure to correct deficiencies in a timely manner.
- 15.2 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Director for approval at the commencement of the agreement. No work shall begin until written approval of use is obtained from the Director or his Designee.
- 15.3 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 15.4 Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

- 15.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- 15.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 15.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 15.8 All damage resulting from chemical operation, either spray-drift or lateral leaching, shall be corrected in accordance with the baseball fields maintenance standards provided by the Director and the soil conditioned to insure its ability to support plant life.

16.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor's products prior to their use.

17.0 NOISE

Contractor shall not prepare for or initiate any operations or use any equipment before 6:00 a.m. that would violate local noise ordinances or noise reduction needs.

**DODGER DREAM FIELDS
STATEMENT OF WORK
II. ON-GOING MAINTENANCE TASKS**

The specific frequencies per site are identified in Exhibit A, Pricing and Billing and Performance Frequencies, and govern the Contractor's completion of required operations.

GROUP I – DAILY BASEBALL FIELDS MAINTENANCE REQUIREMENTS

18.0 DAILY BASEBALL FIELDS MAINTENANCE

All baseball fields shall be maintained at a level that insures a safe playing condition. Said baseball fields, including appurtenant backstops, fencing, bleachers and walkways shall be inspected daily and the Director informed immediately thereafter, of any hazardous conditions thereat, or of any supplemental needs therefore.

18.1 Ongoing Baseball Fields Preparation

The following progression is necessary on a daily basis to prepare a baseball field for each day's play:

- a. The home plate, pitchers mound, 1st, 2nd, and 3rd base areas surface materials shall be loosened, raked, shaped, and the areas leveled. The surface material that has worked away from these areas must be replaced and tamped down firmly.
- b. All other depressions in the skinned area should be graded level and tamped down firmly.
- c. Lightly water the skinned portion of the infield and the drag and level with a Maxwell Steel Planner Drag or its equal, to break the crust and regrade the infield.
- d. Give the skinned areas a finished surface with a drag mat. Said drag, similar to a metal foot scraper constructed of heavy interwoven metal squares, is used to provide a finished surface. If a vehicle is used to tow the drag mat, make sure that the speed is low enough to prevent the surface material from being thrown into the outfield grass or out of the skinned areas. Particular care shall be given to the transition zone between grass and skinned area surface so that it is smooth.
- e. After smoothing the surface with the drag mat, small pebbles and other debris, shall be removed.
- f. The skinned portion of the diamond shall be thoroughly watered with the proper amount of water to provide a suitable condition for play. As a rule, after about ½ hour of watering, the appearance of small water bubbles should indicate sufficient watering. In the watering of the diamond, the correct procedure is to water away from the body with the hose to the rear. Do not walk on the watered areas.
- g. As the field dries, clean and wash down dugouts, bleachers, concrete pads, and walks around the diamond. Make sure that the runoff from this operation does not create hazardous or unplayable conditions in the area.
- h. Make sure that the base pegs, pitching rubber, quick couplers, valve box covers and sprinkler heads are visible.

18.2 Periodic Maintenance Operations

- a. The berm buildup that is created from play and the dragging operations shall be regularly raked level to ensure a smooth transition between the skinned portion of the infield and the grass portion of the outfield.
- b. Turf and weed encroachment shall be prevented within the skinned portion of the baseball field.

- c. A smooth line shall be kept between the turf grass and skinned portion of the baseball field by either mechanically edging or chemical application.
- d. Seasonally excessively wet diamonds may require the working of the skinned area until it is dry enough to prepare for play. Acceptable techniques shall be utilized to provide a playable diamond. If rain has stopped, and water is standing on the diamonds, Contractor shall broom, squeegee, absorb, or otherwise remove standing water from the skinned portion of the diamond to help dry it for play.
- e. A soil sterilant or herbicide shall be applied under all the fencing that does not have concrete mow strips.
- f. Foul lines and out-of-bound lines that extend into turf areas shall be burnt in on a regular basis to ensure their visibility.

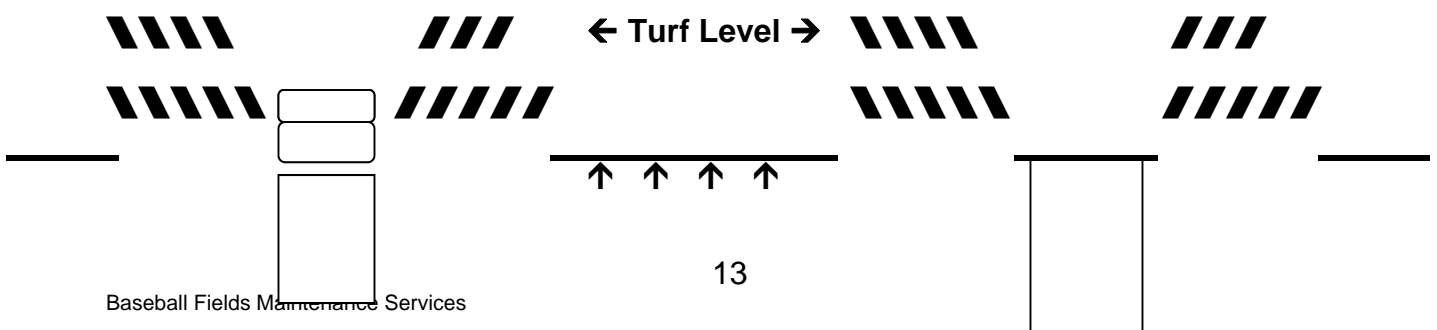
18.3 Scheduling of Maintenance Operations

Baseball fields shall be prepared daily in compliance with the schedule of recreation use as set forth by the Director. Said schedule shall be prepared by the appropriate recreation staff and forwarded by the monitor to the Contractor.

- 18.4 In the event that the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 6:00 a.m. Further, any schedule of such operations may be modified by the Director in order to insure that the public is not unduly impacted by the noise created by such equipment.

18.5 Detailing Baseball Field Areas

Baseball fields shall be mechanically detailed with a weed eater or similar device on a weekly basis. The grass shall be trimmed even with the top of the sprinkler head or waive box so that the soil is not “dished” around the heads or boxes and no hazard is created or allowed to exist. Detailing should be done according to the following illustrations:



Ground Level



Irrigation Head

Valve Box

GROUP II. BASEBALL FIELDS SEASONAL MAINTENANCE SPECIALTY TASKS
(FOUR TIMES A YEAR)

19.0 Mona Park – 2291 E. 121st Street, LA CA 90222

- 19.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 ½") and drag field to a level consistency.
- 19.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 19.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 19.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.

20.0 Athens Park – 12603 S. Broadway, LA CA 90061

20.1 Baseball Field #1

- 20.1.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 ½") and drag field to a level consistency.
- 20.1.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 20.1.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 20.1.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.

20.2 Baseball Field #2

- 20.2.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 ½") and drag field to a level consistency.
- 20.2.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 20.2.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.

- 20.2.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.
- 20.2.5 Repair mound by reshaping and re-establishing proper height and contours.

21.0 Lennox Park – 10828 S. Condon Ave., Lennox CA 90304

- 21.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 ½") and drag field to a level consistency.
- 21.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 21.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 21.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.

22.0 Jesse Owens Park – 9651 S. Western Ave., Los Angeles CA 90047

22.1 Regulation Baseball Field

- 22.1.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 ½") and drag field to a level consistency.
- 22.1.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 22.1.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 22.1.4 Re-define and level infield fence lines by removing infield mix build-up removing trash and weeds.
- 22.1.5 Repair mound by reshaping and re-establishing proper height and contours.
- 22.1.6 Turf baseball infield maintenance to include fertilization three times per year, scalping, de-thatching, and water-blasting to remove infield mix, spray for broadleaf twice per year, aerification three times per year and replace sod in worn out areas.
- 22.1.7 Infield mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director and within the manufacturer's guidelines.

- 22.1.8 Mowing height shall be no less than $\frac{3}{4}$ inch and may be set as high as $2\frac{1}{2}$ inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director.

22.2 Small Baseball Field

- 22.2.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 $\frac{1}{2}$ ") and drag field to a level consistency.
- 22.2.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 22.2.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 22.2.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.

23.0 Roy Campanella Park – 14812 Stanford Ave., Compton CA 90220

- 23.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 $\frac{1}{2}$ ") and drag field to a level consistency.
- 23.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 23.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 23.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.

24.0 Ted Watkins Park – 1335 E. 103rd Street, Los Angeles, CA 90002

24.1 Regulation Baseball Field

- 24.1.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 $\frac{1}{2}$ ") and drag field to a level consistency.
- 24.1.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 24.1.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 24.1.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.
- 24.1.5 Repair mound by reshaping and re-establishing proper height and contours.

24.2 Small Baseball Field

- 24.2.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 ½") and drag field to a level consistency.
- 24.2.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 24.2.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 24.2.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.

25.0 Franklin D. Roosevelt Park, 7600 Graham Ave., Los Angeles, CA 90001

25.1 Regulation Baseball Field

- 25.1.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 ½") and drag field to a level consistency.
- 25.1.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 25.1.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 25.1.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.
- 25.1.5 Repair mound by reshaping and re-establishing proper height and contours.
- 25.1.6 Turf baseball infield maintenance to include fertilization three times per year, scalping, de-thatching, and water-blasting to remove infield mix, spray for broadleaf twice per year, aerification three times per year and replace sod in worn out areas.
- 25.1.7 Infield mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director and within the manufacturer's guidelines.
- 25.1.8 Mowing height shall be no less than ¾ inch and may be set as high as 2½ inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director.

25.2 Small Field

- 25.2.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 ½") and drag field to a level consistency.
- 25.2.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 25.2.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 25.2.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.

26.0 Mary M. Bethune Park,

- 26.1 Re-establish moisture content in infield, scarify deeply (approximately 1"-1 ½") and drag field to a level consistency. (4 time a year)
- 26.2 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain an even level radius.
- 26.3 Remove turf boarder buildup by scalping, de-thatching and water-blasting to remove excessive infield mix in turf to ensure a level transition from turf to infield.
- 26.4 Re-define and level infield fence lines by removing infield mix build-up, removing trash and weeds.

GROUP III – GENERAL MAINTENANCE

27.0 WEED REMOVAL/EDGING/CHEMICAL DETAILING/

- 27.1 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.
- 27.2 Methods for removal of weeds can incorporate one or all four of the following:
 - a. Hand removal (Mechanical)
 - b. Cultivation
 - c. Chemical Eradication
 - d. Mulching
- 27.3 Remove or control all weeds and grasses from the following areas: ball diamonds, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.
- 27.4 Remove all weeds, mechanically, from ball diamonds, and other cultivated areas.
- 27.5 Spot treat with a portable sprayer or wick wand using an effective herbicide applied per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application.

- 27.6 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.
- 27.7 Where trees and shrubs occur in turf areas, all grass growth shall be limited to twelve (12) to eighteen (18) inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 27.8 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width shall be considered normal.
- 27.9 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.
- 27.10 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.
- 27.11 After complete kill, all dead weeds shall be removed from the areas.
- 27.12 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
- 27.13 Re-establish infield perimeter arc by sod cutting, hoeing weeds and edging to maintain even level radius

28.0 RAKING/Dragging

- 28.1 Accumulation of leaves shall be removed from ball diamond areas and all turf areas under trees and placed in appropriate trash bin(s).
- 28.2 Water and drag the infield to a level of consistency.

29.0 AERIFICATION

- 29.1 Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at not more than six (6) inch spacing.
- 29.2 Turf aerification shall be accomplished four (4) time per year at the frequency established in the Pricing and Billing Schedule, Exhibit A to the Agreement.
- 29.3 Application of topdressing shall proceed after the shatter time aeration.

30.0 FERTILIZATION

- 30.1 All fertilizer/micronutrients shall be approved by the Director prior to application.
- 30.2 Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- 30.3 All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1½ -2.
- 30.4 Areas shall be fertilized utilizing ratios and mixtures recommended by the Director at the rate of application per the manufacturer's recommendation.
- 30.5 Fertilization to occur four (4) times per year as scheduled by the Director for the period following broadleaf eradication.

31.0 RODENT CONTROL

- 31.1 All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control.
- 31.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level before mowing the facilities.
- 31.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Contractor's expense, until eradication is complete.

32.0 BROADLEAF CONTROL

- 32.1 The product to be used for broadleaf control is Trimec, Turf Ester Herbicide, by Gordon's. This product must be used with precaution and the manufacturer's label must be strictly adhered to. The application of herbicides will occur three (3) times per year.
- 32.2 For optimum results, the application for broadleaf control or eradication shall be accomplished in early spring, subject to weather conditions and as scheduled by the Director.

broadleaf control, this task may be eliminated and billing adjusted accordingly.

33.0 TURF RESEEDING/RESTORATION OF BARE AREAS

- 33.1 Turf will be seeded and top dressed twice (2) per year. All damaged, vandalized, or bare areas will be reseeded to reestablish turf to an acceptable quality.

- 33.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director.

34.0 LITTER CONTROL

- 34.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated debris upon the ball diamond and/or turfed areas.
- 34.2 Litter picked up on site shall be placed in trash bins and not in trash containers.

35.0 MOWING

- 35.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director and within the manufacturer's guidelines.
- 35.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
- 35.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 35.4 Mower blades shall be sharpened weekly.
- 35.5 Mowing height shall be no less than $\frac{3}{4}$ inch and may be set as high as 4 inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director.
- 35.6 Mowing operation shall be on a schedule that is acceptable to the Director.
- 35.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 35.8 Mowing of turf shall be completed in one operation.

36.0 SITE INSPECTION AND REPORTING - Mowing

- 36.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee, who will determine the

practicality of initiating the operation. Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve box covers are to be immediately responded to.

- 36.2 If a mowing operation cannot be thoroughly completed within the designated time frame, the County Contract Monitor shall be immediately notified through the Contractor's communication network.

37.0 MANAGEMENT/SUPERVISION - Mowing

- 37.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.
- 37.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 37.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines shall be kept with each operating crew.

38.0 SITE INSPECTION/REPORTING -General Maintenance

- 38.1 Prior to proceeding with any Group I and II task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.
- 38.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

39.0 MANAGEMENT/SUPERVISION -General Maintenance

- 39.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 39.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or

otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.

- 39.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.
- 39.4 The Contractor's executive, management, or supervisory staff shall provide ongoing follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP IV - SEASONAL SPECIALTY TASKS

40.0 RENOVATION/VERTICAL MOWING

- 40.1 All fields/turf are to be laser leveled at 6 months from the start of the project to avoid unnecessary or excessive injury to the turf grass.
- 40.2 Sweep or rake the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- 40.3 Standard renovating or vertical mowing type equipment shall be used.
- 40.4 Vertical Mowing-Turf
Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.
- 40.5 Renovation-Turf
 - a. Renovate or blade to the soil line, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.
 - b. After thatch is removed and upon completion of turf renovation all turf areas shall be seeded, mulched, fertilized and watered.
 - c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the Director.

41.0 TURF RESEEDING/RESTORATION OF BARE AREAS

- 41.1 Overseed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.
- 41.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director.

42.0 DISEASE/INSECT CONTROL

- 42.1 All ball diamonds shall be maintained free of disease and insects that could cause damage to turf areas.

- 42.2 The Director shall be notified immediately of any disease, insects or unusual conditions that might develop.
- 42.3 A disease control program to prevent all common diseases from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

GROUP V - SPECIFIC REQUIREMENTS

43.0 CONDUCT TRAINING CLINIC FOR DAILY, WEEKLY, MONTHLY AND ANNUAL BASEBALL FIELD MAINTENANCE APPLICATIONS

- 43.1 Provide a training clinic for County staff at a time and place to be mutually arranged.
- 43.2 Subject matter will cover both traction area, turf and border maintenance.
- 43.3 The clinic shall be no less than 6 hours in duration.
- 43.4 Lunch is to be provided for at least 25 staff members.
- 43.5 Tools and Equipment is to be provided for demonstrations and operation.
- 43.6 Bidder is to provide handouts/manual describing all applications of the clinic as reference material for new staff members.

44.0 COUNTY PROVIDED LOCKS AND KEYS

- 44.1 The County may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates and valve/pump cover boxes during the term of this Agreement. The Contractor shall be responsible for purchasing similar locks upon loss of any County-owned locks initially provided to the Contractor. The County shall provide the Contractor on a one for one exchange, locks that have been vandalized or are inoperable.
- 44.2 The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the park for the purposes of securing and limiting the removal or tipping of the containers.
- 44.3 Key Control
 - a. The Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
 - b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.

EXHIBIT B

- c. The Contractor shall report all lost or stolen keys to the Director within twenty-four (24) hours of discovery of the loss. The Contractor shall reimburse the County for the cost as determined by the Director, of rekeying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of this Agreement all keys received by the Contractor shall be returned to the Director.
- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

[illegible]

EXHIBIT C

CONTRACTOR'S QUALITY CONTROL PLAN

-Quality Control Plan

MLI will use "Checklists" as its primary tool to ensure all tasks in accordance with Appendix B (SOW) are completed at each job site in the proper frequencies. The Lead Worker is responsible for completing a Daily Checklist at each site where work is performed. MLI uses six (6) different checklists for crew work depending upon the work assigned and the particular crew member. (Copies of the Daily, Weekly and Seasonal Task Checklists are attached at the end of this Section.)

If a hazard or irregularity is found, it will be noted on a Checklist and reported immediately by phone to management. If MLI management can't rectify the problem then the County Contract Monitor will be notified immediately.

The Area Field Supervisor will conduct random inspections of each crew's work every week to ensure all tasks are performed in accordance within Appendix B (SOW). Additional periodic inspections are conducted by the Operations Manager as well. MLI management uses different Checklists for crew members and management depending on type of inspection being conducted.

If MLI staff can't correct a safety hazard or problem with a ball field, a corrective action form will be filled out and given to the County Contract Monitor immediately. (A copy of our proposed "Corrective Action Form" is attached at the end of this Section.) MLI will continue to inspect and monitor the safety hazard or problem until the County rectifies it. MLI will document the status of the safety hazard or field problem each day that its crew is at the job site.

Green Initiatives

MLI removes all green waste from work sites and disposes it at a "green waste recycling center."



DAILY INFIELT MAINTENANCE TASKS CHECKLIST

NAME: _____

DATE: _____

LOCATION: _____

ARRIVAL TIME: _____

DEPARTURE TIME: _____

	TASK COMPLETED INITIAL	PROBLEM REPORTED TO WHOM
CHECK FIELD FOR HAZARDS		
DUGOUTS CLEANED		
BLEACHER AREA CLEANED		
RAKE ENTIRE INFIELT PERIMETER		
INSPECT ALL FIELD FIXTURES		
INSPECT PITCHING RUBBERS AND HOME PLATE		
LOW SPOTS BACKFILLED AND COMPACTED		
PRE WATER INFIELT		
DRAG INFIELT		
UNCOVER AND DIG OUT ALL FIELD FIXTURES		
FINAL WATER		

NOTES:



INFIELD MAINTENANCE INSPECTION CHECKLIST

INSPECTORS NAME:

DATE:

LOCATION:

ARRIVAL TIME:

	YES	NO
ANY HAZARDS IDENTIFIED		
DUGOUTS CLEAN		
BLEACHER AREA CLEAN		
PERIMETER RAKED DEBRIS REMOVED		
FIELD FIXTURES DUGOUT		
PITCHING RUBBERS AND HOME PLATE VISABLE		
ANY LOW SPOTS NOTICABLE		
TEXTURE OF INFIELD SURFACE GOOD		

NOTES:



WEEKLY TASKS CHECKLIST

NAME: _____

DATE: _____

LOCATION: _____

ARRIVAL TIME: _____

DEPARTURE TIME: _____

	TASK COMPLETED INITIAL	PROBLEM REPORTED TO WHOM
ANY HAZARDS IDENTIFIED		
EDGE INFIELD PERIMETER		
REMOVE ALL WEEDS FROM INFIELD SURFACE		
MOW INFIELD TURF		
WATER BLASTED ALL PERIMETER EDGES		
ALL TRASH AND DEBRIS REMOVED		
PAINT FOUL LINES		

NOTES:



WEEKLY TASKS INSPECTION CHECKLIST

INSPECTORS NAME:

DATE:

LOCATION:

ARRIVAL TIME:

	YES	NO
ANY HAZARDS IDENTIFIED		
INFIELD PERIMETER EDGED		
ANY WEEDS VISABLE		
INFIELD TURF MOWED		
PERIMETER EDGES WATER BLASTED		
FOUL LINES PAINTED		

NOTES:



SPECIALTY TASKS CHECKLIST

NAME:

DATE:

LOCATION:

ARRIVAL TIME:

DEPARTURE TIME:

	TASK COMPLETED INITIAL	PROBLEM REPORTED TO WHOM
ANY HAZARDS IDENTIFIED		
INFIELD TURF RENOVATION		
AERIFICATION OF INFIELD/OUTFIELD TURF		
FERTILIZATION OF INFIELD/OUTFIELD TURF		
SPRAY INFIELD/OUTFIELD TURF FOR BROADLEAF		
LASER GRADE INFIELD TRACTION AREA		
ADD INFIELD MIX		
RENOVATE INFIELD FENCE LINE		
RE-ESTABLISH PERIMETER EDGES		

NOTES:



SPECIALTY TASKS INSPECTION CHECKLIST

NAME: _____

DATE: _____

LOCATION: _____

ARRIVAL TIME: _____

	YES	NO
ANY HAZARDS IDENTIFIED	<input type="checkbox"/>	<input type="checkbox"/>
INFIELD TURF RENOVATION COMPLETED	<input type="checkbox"/>	<input type="checkbox"/>
AERIFICATION OF INFIELD/OUTFIELD TURF COMPLETED	<input type="checkbox"/>	<input type="checkbox"/>
FERTILIZATION OF INFIELD/OUTFIELD TURF COMPLETED	<input type="checkbox"/>	<input type="checkbox"/>
BROADLEAF SPRAY COMPLETED	<input type="checkbox"/>	<input type="checkbox"/>
LASER GRADE INFIELD TRACTION AREA COMPLETED	<input type="checkbox"/>	<input type="checkbox"/>
WAS INFIELD MIX ADDED	<input type="checkbox"/>	<input type="checkbox"/>
RENOVATE INFIELD FENCE LINE COMPLETED	<input type="checkbox"/>	<input type="checkbox"/>
RE-ESTABLISH PERIMETER EDGES COMPLETED	<input type="checkbox"/>	<input type="checkbox"/>

NOTES:



Corrective Action Form

Name: _____
Date: _____
Location: _____
Where at location: _____

Nature of Safety Hazard or Field Problem:

Re-inspection of Safety Hazard or Field Problem:

Date: _____
Status Change: _____

Date: _____
Status Change: _____

Date: _____
Status Change: _____

Date: _____
Status Change: _____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PROPOSER'S EEO CERTIFICATION

Major League Infields, Inc.

Company Name

508 Chapman Ave., Fullerton, CA 92865

Address

46-1515324

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	(X)
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()


Signature

5/23/18

Date

David R. Johnson

Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT MANAGER:

Name: Mr. Miguel Vazquez
Title: Regional Ground Maintenance Supervisor
Address: 360 West El Segundo Blvd.,
LA, CA 90061
Telephone: (310) 965-8607 Facsimile: (310)324-4869
E-Mail Address: mvazquez@parks.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Anthony Myles
Title: Landscape Contract Monitor
Address: 360 West El Segundo Blvd.,
LA, CA 90061
Telephone: (310) 965-8607 Facsimile: (310)324-4869
E-Mail Address amyles@parks.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER: PATRICK MAY

Name: Mr. Patrick May

Title: Major League Infields Manager

Address: 508 Chapman Ave.

Fullerton, CA 92832

Telephone: (818) 355-2169

Facsimile: _____

E-Mail Address: majorleagueinfields@gmail.com

CONTRACTOR'S PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address _____

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME Major League Infields, Inc.

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

EXHIBIT H

PREVAILING WAGE DETERMINATIONS

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



December 27, 2007

**IMPORTANT NOTICE
TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING
THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE**

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

Effective on January 1, 2008, the minimum wage in California will increase to eight dollars (\$8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1

ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time	Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours Total Hourly Rate	1 1/2X
Imperial	\$8.00	-	-	^a 0.115	0.17	-	8 ^b 8.285	^b 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47 12.47
Kern	8.00	-	-	^c 0.16	0.17	-	8 ^b 8.33	^b 12.33
	10.00	-	-	^d 0.27	0.46	-	8 ^b 10.73	^b 15.73
Los Angeles	8.00	0.89	-	^e 0.115	0.14	-	8 ^b 9.145	^b 13.145
Orange	8.00	-	-	^f 0.11	0.11	-	8 ^b 8.22	^b 12.22
Riverside	8.00	-	-	^g 0.20	0.16	-	8 ^b 8.36	^b 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335 12.335
	8.00	-	-	0.24	0.12	-	8	8.36 12.36
San Luis Obispo	8.00	-	-	^k 0.15	0.15	-	8	8.30 12.30
	8.00	-	-	^l 0.16	0.16	-	8	8.32 12.32
Santa Barbara	8.00	-	-	^h 0.12	0.12	-	8 ^b 8.24	^b 12.24
	8.00	-	-	ⁱ 0.13	0.13	-	8 ^b 8.26	^b 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275 12.275
	8.00	2.97	-	^j 0.19	0.26	-	8 ^b 11.42	^b 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^f \$0.22 after 4 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^c \$0.31 after 2 years of service.

^j \$0.38 after 3 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^k \$0.29 after 2 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^l \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

EXHIBIT I

PUBLIC WORKS PAYROLL REPORTING FORM



Figure A-1.171 (New 2.80)

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

EXHIBIT J

**INTERNAL REVENUE SERVICE NOTICE
NO. 1015**



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2017)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2017)
Cat. No. 20599

EXHIBIT K

JURY SERVICE ORDINANCE

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
3. A purchase made through a state or federal contract; or
4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

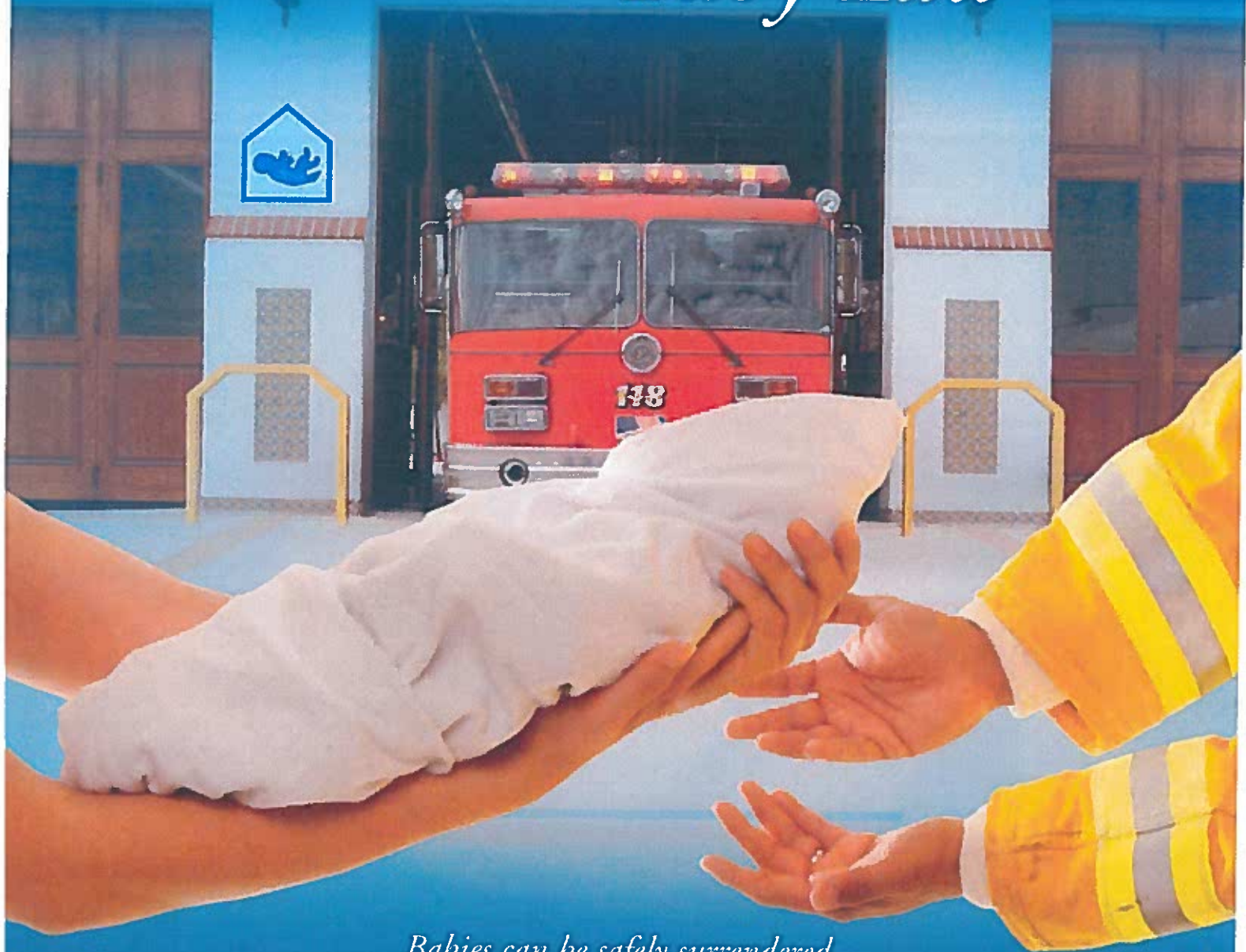
2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT L

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT M

LIVING WAGE ORDINANCE

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as

an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. ~~It~~ It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
- 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015; Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the

enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

- E. **Contractor Standards.** An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015; Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT M-1

LIVING WAGE ORDINANCE ANNUAL RATE ADJUSTMENTS

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

Detailed Living Wage Program information is available at:

http://purchasingcontracts.co.la.ca.us/living_wage_program_p.pdf

EXHIBIT N

PAYROLL STATEMENT OF COMPLIANCE

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly
to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in
directly from the full wages earned by any person, other than permissible deductions as defined in Regulations,
Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete;
that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living
Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll,
payments of health benefits as required in the contract have been or will be paid to appropriate programs for
the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount
not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in
the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury
certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR
SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY
COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.**

EXHIBIT O

EMPLOYEE NOTICE OF LIVING WAGE HANDOUT (ENG./SPAN.)



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time or part-time employee and perform any service to the County under this contract, you must be paid a "Living Wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS...

Living Wage

Your employer shall pay you a Living Wage for services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to Internal Services Department by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

If you believe your rights have been violated, you should immediately contact the following:

PARKS AND RECREATION

Department Administering this Contract

County Department Phone Number

OR

Internal Services Department
Countywide Contract Compliance Section
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243



CONDADO DE LOS ÁNGELES
ORDENANZA DEL SUELDO DIGNO

AVISO PARA LOS EMPLEADOS

Este empleador es un contratista del Condado de los Ángeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance - LWO) establecido por la Junta de Supervisores (Capítulo 2.201 del Código del Condado de Los Ángeles). Si usted es empleado de tiempo completo o de tiempo parcial y desempeña cualquier servicio al Condado bajo este contrato, a usted se le debe de pagar un "Sueldo Digno" por las horas que usted trabaje en el contrato del Condado.

ESTOS SON SUS DERECHOS. . .

Sueldo Digno (Living Wage)

Su empleador deberá pagarle a usted un Sueldo Digno por los servicios brindados al Condado por lo menos las tarifas por hora y a partir de las siguientes fechas de vigencia:

Fecha de Vigencia	Tarifa por hora
1° de Marzo de 2016	\$13.25
1° de Enero de 2017	\$14.25
1° de Enero de 2018	\$15.00
1° de Enero de 2019	\$15.79

Con vigencia a partir del 1° de enero de 2020, la tarifa del Sueldo Digno será ajustada de acuerdo al Índice de Precios al Consumidor (CPI) del Buró de Estadísticas del Trabajo, del Departamento de Trabajo de EE.UU., para el área del Condado de Los Ángeles-Riverside-Orange durante el periodo de 12 meses previo al 1° de julio de cada año.

Represalias

Usted no podrá ser transferido, degradado ni despedido debido a que usted dé a conocer las infracciones al Programa de Sueldo Digno (Living Wage Program). Los actos de represalia pueden ser denunciados al Departamento de Servicios Internos llamando al teléfono de servicio de Sueldo Digno.

Retención del Trabajador

Si el Condado de los Ángeles rescinde su contrato con el empleador que usted tiene actualmente antes de la fecha de vencimiento del contrato, e inicia un nuevo contrato con otro contratista para el mismo servicio, usted puede ser elegible para seguir trabajando como empleado para el nuevo contratista durante un periodo no menor a 90 días a partir del inicio del nuevo contrato.

Crédito Tributario Federal por Ingresos del Trabajo

Usted puede ser elegible para solicitar el Crédito Tributario Federal por Ingresos del Trabajo y recibir una cantidad de dinero anual establecida por el IRS en caso de que usted califique. Los formularios de solicitud están disponibles con su empleador o comunicándose con el Servicio de Impuestos Internos (IRS) llamando al (800) 829-3676.

Si usted cree que sus derechos han sido infringidos, debe comunicarse de inmediato a:

PARKS AND RECREATION

Departamento que administra este Contrato

Número telefónico del Departamento del Condado

O

Departamento de Servicios Internos
Sección de Cumplimiento de Contratos en todo el Condado
Línea Telefónica del Servicio de Sueldo Digno (Living Wage Hotline)
(888) 550-WAGE O (888) 550-9243

Rev. March 2016

EXHIBIT P

**COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Major League Infields, Inc.		
Company Address: 508 Chapman Ave.		
City: Fullerton	State: CA	Zip Code: 92832
Telephone Number: 818.355.2169	Email address: majorleagueinfields@gmail.com	
Solicitation/Contract For _____ Services: Dodger Dream Fields Maintenance		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.


Print Name: David R. Johnson	Title: President
Signature: 	Date: 5/23/18

EXHIBIT Q

CERTIFICATION OF COMPLIANCE WITH GREEN INITIATIVES



**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

CERTIFICATION OF COMPLIANCE

GREEN INITIATIVES

I, David R. Johnson, as the President
Name (please print or type) Title

of Major League Infields, Inc. providing services at
Name of company

Dodger Dream Fields (Multiple Parks)
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

 5/23/18
Signed Dated

EXHIBIT R

COUNTY'S SMOKING BAN ORDINANCE

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

EXHIBIT S

REQUEST FOR PREFERENCE CONSIDERATION

REQUIRED FORMS - EXHIBIT 7 **REQUEST FOR PREFERENCE CONSIDERATION**

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; and
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- ☐ Certified as a SE business by the DCBA.


☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, or
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; or
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

☐ **DCBA certification is attached.**

Name of Firm Major League Infields, Inc.		County Webven No. 17901601	
Print Name: David R. Johnson		Title: President	
Signature: 		Date: 5/23/18	
Reviewer's Signature	Approved	Disapproved	Date